

Appendix For Plaintiff's First Rule 56

Motion

1. Doc 15-5 05-09-2022 Submission of Dual-filed Complaint.....	p. 2
2. Ex. 1. 09-16-2022 Confirmation of Mediation Date.....	p. 4
3. Doc 10-5 09-27-2022 Termination of Employment.....	p. 7
4. Ex. 2. 09-27-2022 PM 2-40 Company Database Lockout.....	p. 14
5. pp. 5-6 of Doc 49 Memoranda of Courts Order on Motion to Dismiss.....	p. 16
6. Ex. 3. 10-17-2022-10-21-2022 Post Termination Threats from Defendants Counsel..	p. 19
7. Ex. 4. 04-01-2024 Alexa Heisler Deposition Transcript.....	p. 23
8. Ex 5. 03-28-2024 Patti Rensel Deposition Transcript.....	p. 35
9. Ex. 6. 09-20-2022 Therapy Visit Note Morning after Mediation_Redacted.....	p. 49
10. Ex. 7. 09-20-2022 Text Messages from Myself to Joren Wendschuh Disclosing Mediation Conditions.....	p. 51
11. Ex. 8. 10-04-2022 Therapy Visit Note Week after Terminaiton_Redacted.....	p. 53
12. Ex. 9. 09-26-2023 Therapy Visit During Litigation.....	p. 55
13. Ex. 10. 04-15-2024 PCP Visit Note Regarding Depression Medication_Redacted.....	p. 57
14. Ex. 11. 04-29-2022 Paystub.....	p. 60
15. p.1 of Doc 15-75. 09-23-2022 Denial of PTO.....	p. 62
16. Ex. 12. 06-07-2022 Letter from Judy Talis Assuring PTO.....	p. 64
17. Ex. 13. 06-17-2022 Letter from Judy Talis Assuring PTO.....	p. 67

1. Doc 15-5 05-09-2022 Submission of Dual-filed Complaint

4/29/23, 11:32 PM

Case 2:23-cv-01438-GEKP Document 15-5 Filed 05/16/23 Page 1 of 1



Assata Acey <aceyassata@gmail.com>

Employment Complaint, Submission of Evidence, HIPPA release

Assata Acey <aceyassata@gmail.com>
To: phrc@pa.gov

9 May 2022 at 08:06

Please accept the attached complaint and submission of evidence.
Please let me know of any additional information needed to file these documents.

Additional Information

Complainant
Assata Acey
5121 brown st, philadelphia PA 19139
770-231-1017

Respondent
Momentum Dynamics
3 Pennsylvania Ave
Malvern, PA

Summary:

Assata Acey v. Momentum Dynamics Corporation.
Ongoing discrimination due to race, gender, and in retaliation to opposing acts believed to violate PHRA.
Chiefly through
a) Hiring discrimination, classification and terms of employment, failure to promote.
b) Harassment

3 attachments



Submitted Evidence.pdf
21083K



Filled Employment Complaint Form-12-2020.pdf
1199K



HIPPA Release Form.pdf
404K

2. Ex. 1. 09-16-2022 Confirmation of Mediation Date

5/6/24, 10:54 AM

Gmail - CORA Good Shepherd Mediation - MONDAY 9/19 10:30AM - Zoom Link - Consent form from grandmother needed



Assata Acey <aceyassata@gmail.com>

CORA Good Shepherd Mediation - MONDAY 9/19 10:30AM - Zoom Link - Consent form from grandmother needed

Harris, Alexandra <aharris@coraservices.org>
To: "aceyassata@gmail.com" <aceyassata@gmail.com>

16 September 2022 at 15:07

Dear Assata,

Has your grandmother got a chance to sign the consent form? Would you like me to send via Adobe Sign to your grandmother's email address?

We look forward to hosting your mediation on Monday 9/19 at 10:30AM. Please promptly log into the following Zoom link:

Join Zoom Meeting

<https://us02web.zoom.us/j/6261338302?pwd=SVo2WFRuSGxaUnMreTJVYjVDMkFBZz09>

Thank you,

Alexandra "Serene" Harris

From: tracy@pivotal-communication.com <tracy@pivotal-communication.com>
Sent: Friday, September 16, 2022 10:42 AM
To: aceyassata@gmail.com; Harris, Alexandra <aharris@coraservices.org>
Cc: bef423 <bef423@mindspring.com>
Subject: Confidentiality Form

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Assata,

Attached is a copy of CORA Good Shephard's consent to mediate form. Please have your grandmother sign it and return it to Alex Harris and me *before* Monday's mediation.

You will need to send her the zoom link also.

5/6/24, 10:54 AM

Gmail - CORA Good Shepherd Mediation - MONDAY 9/19 10:30AM - Zoom Link - Consent form from grandmother needed

Best,

Tracy

Tracy Hornig

Principal

Pivotal Communication

tracy@pivotal-communication.com

484-888-2837



Transforming how you navigate conflict and change

Consulting | Training | Coaching | Mediation

www.pivotal-communication.com

3. Doc 10-5 09-27-2022 Termination of Employment

EXHIBIT E

From: [Assata Acey](#)
To: [Post, May Mon](#)
Cc: [Patti Rensel](#); [Alexa Heisler](#); [Barbara Foxman](#); hornigtracy@gmail.com
Subject: Re: Acey v. Momentum
Date: Tuesday, September 27, 2022 2:53:02 PM

EXTERNAL EMAIL

As you are currently aware, this case has been moved to investigation.
I reject your contract.

In mediation I did agree to
a verbal agreement in which I would resign and dismiss existing claims(prior to Sep 19) in
return for a settlement amount of 50,000 from Momentum Dynamics Corp.
The execution of this agreement was contingent on a contract that included agreeable material
terms. The fact that you requested me to execute terms of an agreement that I had yet to
review or sign suggests that we did not resolve the issue.

At no point was resignation agreed to as a requirement to review or receive any agreement. At
no point was a deadline agreed to for resignation. The only requirement agreed to as a
condition of receiving a contract was that I would provide a letter from my doctor. The
deadline given for this letter was September 26 2022. My Grandmother is a witness to my
agreements during mediation and can confirm the same.

As of yet, I have not resigned and I consider my immediate lock-out from company databases
as a direct attempt to fire me after my complaint, which is to be added to my charge file along
with all other documents submitted to Alexa and Pattis Momentum emails this past friday
afternoon.

On Tue, 27 Sept 2022 at 14:10, Post, May Mon <maymon.post@bunkerray.com> wrote:

Dear Ms. Acey,

I am confused by your email below. At the mediation on September 19, 2022, the parties
agreed on the following material terms:

You agreed to resign from employment with Momentum effective immediately (September
19, 2022) and further agreed to provide Momentum with the said resignation letter on or
before September 23, 2022. Therefore, Momentum has accepted your resignation as of that
date.

Additionally, you agreed to provide Momentum with a verification form from a medical
provider, on or before September 23, 2022, returning you to return to work on full duty with
or without restrictions.

In addition, you agreed to a general release, non-disparagement and confidentiality, and Momentum agreed to provide a neutral reference.

In exchange for the above, within 30 days of the execution of the settlement agreement by you, Momentum agreed to pay the settlement proceeds in the total amount of \$50,000 (less ordinary deductions required by law, if applicable).

I indicated to the mediators that a settlement agreement would be sent to you for execution as soon as it was finalized. To that end, I am attaching it herewith.

Thank you.

May Mon Post, Esq. | Lead Employment Attorney | Bunker & Ray

Employees of ACE American Insurance Company, a Chubb Company

436 Walnut St. | WA01A | Philadelphia, PA 19106
(215) 845-6154 (direct) | (267) 372-1240 (mobile)
maymon.post@bunkerray.com

This email (which includes any attachments) is intended to be read only by the person(s) to whom it is addressed. This email may contain confidential, proprietary information and may be a confidential attorney-client communication, exempt from disclosure under applicable law. If you have received this email in error, do not print it, forward it or disseminate or use it or its contents. In such event, please notify the sender by return email (or by phone at the number shown above) and delete the email file immediately thereafter. Thank you for your cooperation.

We strive to be a paperless office. I encourage you to send all correspondence via email instead of U.S. mail when at all possible. If you email a document to me, it is not necessary to send a separate copy via U.S. mail. Thank you.

From: Assata Acey <aceyassata@gmail.com>
Sent: Friday, September 23, 2022 10:39:46 PM
To: Post, May Mon <Maymon.post@bunkerray.com>; Patti Rensel <patti.rensel@momentumdynamics.com>; Alexa Heisler <Alexa.Heisler@momentumdynamics.com>; Assata Acey <Assata.Acey@momentumdynamics.com>
Subject: Re: Acey v. Momentum

EXTERNAL EMAIL

My collected evidence of inferred bias is proof of discrimination in my hiring decision work classification/failure to promote. This bias consists mainly of experiences I had with HR that were not replicated with my colleagues (accusations of stealing time, asks of if I were pregnant/should see daughter's gynecologist, degree of meeting invite harassment, response to reported bias and harassment incidents at work etc). Failure to classify or promote would be a part of that because the performed tasks were reasonably beyond the scope of my role, requiring skills of a process engineer/beyond technician job description. And not only was HR aware of this through my performance review and subsequent communications, but I specifically mentioned in my performance review that I would be seeking compensation commensurate with the tasks that I was completing.

Regardless of your evaluation of evidenced inferred bias, conspicuous skill gap between my tasks and role, and previous (re performance review) request to be adequately compensated. My claim still holds additional charges of severe harassment and ADA related retaliation. The severe racially/gender impacted harassment of not being allowed to use my cell phone and an evidently unusual/severe reimbursement process (where I was denied from opting out) is supported by the same inferred bias as well as additional bias acts by coworkers(pen markings on a work desk vowing not to "talk about race", comic regarding a fake "phizzics" degree posted outside my cubicle, additional biased/policing behavior of coworkers)

This retaliation would include the onset of my illness when I expressly needed to take time off and was told at the last minute before heading out that the current pay period would not allow me to do unpaid time (as supported by my 5/12 doctors note). Which caused me such severe distress that after returning from two doctor's appointments, I worked until 9:00 PM in pain to make up those pay period hours.

The stress of this ordeal is further documented in my diagnosis of major depressive disorder from both my PCP and therapist as well as therapy sessions where these issues were discussed.

Due to the documentation of this issue, I am convinced that a full investigation will find Momentum Dynamics Corporation in noncompliance of EEOC law with order to pay the full 50,000 amount regardless of whether I resigned--being that resignation would be my right.

Beyond this, I do perceive your emails of this week as attempts to:

a) have this case dismissed

b) convince me to resign (a condition contingent on our "meeting of minds" as demonstrated through a contract) without submitting and written documentation/contract for my review between myself and you to review or sign.

c) change or misconstrue existing and communicated FMLA policy to use PTO payment as

a bargaining chip towards part b.

I view these as direct actions to intimidate and retaliate against me for filing this EEOC complaint if not to also interfere with EEOC process by avoiding the need to include your resignation condition in a written unredacted settlement agreement

In the scope of the merit of my claims(existing complaint), right to resign or not, previously noted actions, and supporting documentation, I am now asking for a settlement amount of \$130,000, acceptable for review ONLY with receipt legally drafted settlement offer (including ALL material terms: resignation, rehire eligibility, time scale/terms of payment, confidentiality, etc).

Unless/until an agreement is signed detailing resignation, I am an employee of Momentum Dynamics Corp and will be either using PTO or reporting to work.

All supporting documentation has been attached. Please refer any questions, comments, or followup to my email.

On Fri, 23 Sept 2022 at 16:13, Assata Acey <aceyassata@gmail.com> wrote:

----- Forwarded message -----

From: **Assata Acey** <aceyassata@gmail.com>

Date: Fri, 23 Sept 2022 at 16:10

Subject: Re: Acey v. Momentum

To: Post, May Mon <maymon.post@bunkerray.com>

Thank you for your clarifying email. Please confirm whether the following previous PTO/FMLA/Return to work policies, as communicated in the attached email PDFs and FMLA form, have been changed to match what you are currently saying. thank you,

On Fri, 23 Sept 2022 at 16:01, Post, May Mon <maymon.post@bunkerray.com> wrote:

Good afternoon, Ms. Acey:

I understand that you requested to take PTO for September 22 and 23. Please be advised that you are unable to put in for PTO as you are still on disability leave and you cannot take PTO unless you are back to work. (Also, per your doctor's note, you are not to be released to return until Monday, which is a moot point as you have resigned or will be resigning shortly). However, **you will be paid the balance of your PTO upon your resignation**. If you resign today through Sunday, you will receive your final pay check on 09/30. If you resign 09/26 – 10/09, you will receive your final pay check on 10/14. Please provide me with a copy of your resignation letter as soon as possible.

Thank you, and please let me know if you have any questions.

May Mon Post, Esq. | Lead Employment Attorney | Bunker & Ray

Employees of ACE American Insurance Company, a Chubb Company

436 Walnut St. | WA01A | Philadelphia, PA 19106
(215) 845-6154 (direct) | (267) 372-1240 (mobile)
maymon.post@bunkerray.com

This email (which includes any attachments) is intended to be read only by the person(s) to whom it is addressed. This email may contain confidential, proprietary information and may be a confidential attorney-client communication, exempt from disclosure under applicable law. If you have received this email in error, do not print it, forward it or disseminate or use it or its contents. In such event, please notify the sender by return email (or by phone at the number shown above) and delete the email file immediately thereafter. Thank you for your cooperation.

We strive to be a paperless office. I encourage you to send all correspondence via email instead of U.S. mail when at all possible. If you email a document to me, it is not necessary to send a separate copy via U.S. mail. Thank you.

This email (including any attachments) is intended for the designated recipient(s) only, and may be confidential, non-public, proprietary, and/or protected by the attorney-client or other privilege. Unauthorized reading, distribution, copying or other use of this communication is prohibited and may be unlawful. Receipt by anyone other than the intended recipient(s) should not be deemed a waiver of any privilege or protection. If you are not the intended recipient or if you believe that you have received this email in error, please notify the sender immediately and delete all copies from your computer system without reading, saving, printing, forwarding or using it in any manner. Although it has been checked for viruses and other malicious software ("malware"), we do not warrant, represent or guarantee in any way that this communication is free of malware or potentially damaging defects. All liability for any actual or alleged loss, damage, or injury arising out of or resulting in any way from the receipt, opening or use of this email is expressly disclaimed.

4. Ex. 2. 09-27-2022 PM 2-40 Company

Database Lockout

2:40



3%



← assata.acey@momentumdynamics.com

Enter password

Your account has been locked. Contact your support person to unlock it, then try again.

Password

[Forgot my password](#)

Sign in

Welcome to Momentum Dynamics!

[Terms of use](#)

[Privacy & cookies](#)

...



5. pp. 5-6 of Doc 49 Memoranda of Courts
Order on Motion to Dismiss

LEGAL STANDARD

At the motion to dismiss stage, the Court must accept factual allegations as true, but it is not “compelled to accept unsupported conclusions and unwarranted inferences, or a legal conclusion couched as a factual allegation.” *Baraka v. McGreevey*, 481 F.3d 187, 195 (3d Cir. 2007) (internal citations and quotation marks omitted). “To survive a motion to dismiss, a complaint must contain sufficient factual matter . . . to state a claim to relief that is plausible on its face.” *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009) (internal quotation marks omitted). A claim is facially plausible “when the plaintiff pleads factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged.” *Id.*

DISCUSSION

InductEV’s motion to dismiss advances three arguments: (1) Ms. Acey released her claims as part of a binding settlement agreement; (2) Ms. Acey failed to exhaust her claims before the EEOC; and (3) Ms. Acey failed to state claims upon which relief can be granted pursuant to Federal Rule of Civil Procedure 12(b)(6). The Court addresses each argument in turn.

I. InductEV has not demonstrated the existence of a binding settlement agreement.

Ms. Acey has specifically, plausibly, and clearly pled that she did not conclude a final settlement agreement with InductEV. Compl. ¶¶ 66-72, 82-84, Doc. No. 1-2. At the Rule 12 stage, the Court must accept these allegations as true. *Baraka*, 481 F.3d at 195. InductEV attempts to demonstrate the existence of a settlement agreement by pointing to language from a September 27, 2022 email from Ms. Acey, which reads: “I did agree to a verbal agreement in which I would resign and dismiss existing claims . . . in return for a settlement amount of [extract_itex]50,000[.]” Mem. of

2023, Doc. No. 13. Because InductEV timely responded to Ms. Acey’s complaint, her motion for default judgment is denied.

L. in Supp. of Mot. to Dismiss at 11, Doc. No. 10 (quoting Compl. ¶ 266, Doc. No. 1-2). However, the next sentence of Ms. Acey's email reads, "The execution of this agreement was contingent on a contract that included agreeable material terms." Compl. ¶ 266, Doc. No. 1-2. In context, this email suggests that the putative settlement agreement between Ms. Acey and InductEV may have been subject to a condition precedent, namely a writing containing agreeable terms. *See Am. Diabetes Ass'n v. Friskney Family Tr., LLC*, 177 F. Supp. 3d 855, 877 (E.D. Pa. 2016) (quoting *Acme Markets, Inc. v. Fed. Armored Exp., Inc.*, 648 A.2d 1218, 1220 (Pa. Super. Ct. 1994)) ("[A] condition precedent may be defined as a condition which must occur before a duty to perform under a contract arises."). The Court expresses no opinion at this early stage about either whether a binding settlement agreement was reached or whether any such agreement was subject to a condition precedent. Ms. Acey has pled that no agreement was reached, and the evidence before the Court of a binding agreement is equivocal. The Court takes Ms. Acey's allegation as true.

InductEV's conclusory assertion that Ms. Acey "developed" *post hoc* reasons that she was not bound by her putative settlement agreement fails to persuade the Court, especially in the absence of a writing memorializing the agreement. Of course, a binding settlement agreement may exist absent a writing, *Commerce Bank v. First Union Nat'l Bank*, 911 A.2d 133, 147 (Pa. Super. Ct. 2006), and InductEV is free to gather evidence of a binding oral agreement for the Court to consider at summary judgment. However, accepting the allegations of the complaint as true, the Court declines to find that Ms. Acey's claims are barred by a settlement agreement.

Thus, the Court denies InductEV's motion to dismiss insofar as it relies on the existence of a binding settlement agreement in this matter.

II. InductEV has failed to demonstrate Ms. Acey's failure to exhaust.

InductEV further argues that Ms. Acey failed to exhaust her administrative remedies under Title VII, the ADA, and the PHRA. However, the exhaustion section of InductEV's motion to

6. Ex. 3. 10-17-2022-10-21-2022 Post

Termination Threats from Defendants Counsel

2/18/24, 9:00 PM

Gmail - Acey, Assata v. Momentum Dynamics Corporation; CLAIMS REF NO KY22K2593096-A DOL 06/22/2022



Assata Acey <aceyassata@gmail.com>

Acey, Assata v. Momentum Dynamics Corporation; CLAIMS REF NO KY22K2593096-A DOL 06/22/2022

Post, May Mon <maymon.post@bunkerray.com>

21 October 2022 at 14:45

To: Assata Acey <aceyassata@gmail.com>

Cc: Alexa Heisler <Alexa.Heisler@inductev.com>, Patti Rensel <Patti.Rensel@inductev.com>

Ms. Acey:

Our position has not changed. The fact that you agreed to resign and dismiss your claims in exchange for \$50,000 is not in dispute, is confirmed by you in writing, and constitutes an enforceable contract. Your latest email does not even dispute these terms – your only objection is that resignation would occur after execution of the agreement. Accordingly, even assuming a fact finder found in your favor, they would conclude resignation was effective no later than the time allotted to have the agreement reviewed by counsel.

Nevertheless, if you wish to review the settlement agreement with an attorney and propose a counteroffer, including the date of your resignation date (i.e., effective the date of execution of the settlement agreement), I will forward the counteroffer to my client as soon as I receive it from you. Would two weeks (Friday, November 4, 2022) be enough for you to review the agreement with an attorney and get back to me? Please advise.

Nothing in this email constitutes a counteroffer or a new offer, and my client has no obligation to accept the terms of your counteroffer. However, I will do my best to persuade them to take it into consideration, if reasonable. With respect to our position as outlined in my email dated October 17th, my client reserves all rights and waives none.

Thank you.

May Mon Post, Esq. | Lead Employment Attorney | Bunker & Ray

Employees of ACE American Insurance Company, a Chubb Company

436 Walnut St. | WA01A | Philadelphia, PA 19106
(215) 845-6154 (direct) | (267) 372-1240 (mobile)

maymon.post@bunkerray.com

This email (which includes any attachments) is intended to be read only by the person(s) to whom it is addressed. This email may contain confidential, proprietary information and may be a confidential attorney-client communication, exempt from disclosure under applicable law. If you have received this email in error, do not print it, forward it or disseminate or use it or its contents. In such event, please notify the sender by return email (or by phone at the number shown above) and delete the email file immediately thereafter. Thank you for your cooperation.

We strive to be a paperless office. I encourage you to send all correspondence via email instead of U.S. mail when at all possible. If you email a document to me, it is not necessary to send a separate copy via U.S. mail. Thank you.

2/18/24, 9:00 PM

Gmail - Acey, Assata v. Momentum Dynamics Corporation; CLAIMS REF NO KY22K2593096-A DOL 06/22/2022

From: Assata Acey <aceyassata@gmail.com>**Sent:** Monday, October 17, 2022 7:18 PM**To:** Post, May Mon <maymon.post@bunkerray.com>**Subject:** [EXTERNAL] Re: Acey, Assata v. Momentum Dynamics Corporation; CLAIMS REF NO KY22K2593096-A DOL 06/22/2022

Thank you for your correspondence.

I have been as forthcoming as possible, submitting all communications regarding this dispute to EEOC. I did not agree to resign effective September 19. And was of the impression, as communicated, that I would receive a settlement contract (for review with optional legal counsel) detailing resignation effective on the date of execution. Your communicated understanding of our mediation was that I would resign effective sept 19 with or without prior receipt/execution of a written agreement.

These understandings are not the same. If your understanding of our mediation as shown in your emails and submitted contract is different than mine, then we did not reach an agreement.

With this understanding, I am under no obligation to accept any agreement that I did not verbally agree to.

On Mon, 17 Oct 2022 at 15:26, Post, May Mon <maymon.post@bunkerray.com> wrote:

Good afternoon, Ms. Acey:

Your claims against InductEV (f/k/a Momentum Dynamics Corporation) were fully resolved during mediation on September 19th. Your September 27th email provides written confirmation of the parties' agreement: you agreed to "resign and dismiss existing claims" in exchange "for a settlement amount of [\$]50,000." At mediation, I made it repeatedly and unambiguously clear that settlement was contingent on resignation being effective immediately. You accepted. InductEV did not (and would never) agree to a resignation at some unknown point in the future – that's an unreasonable assertion on its face since it would defeat the entire purpose of settling the claims.

Be advised that the parties' agreement reached on September 19th – later confirmed by you in writing – constitutes a binding contract and InductEV will take all necessary action to ensure you honor and comply with that agreement, as outlined below.

You cannot void or invalidate your agreement by stating it "was contingent on a contract that included agreeable material terms." Regardless, the document I provided includes all of and only the material terms the parties agreed upon (including, for example, you agreeing to a general release, non-disparagement and confidentiality, and InductEV agreeing to provide a neutral reference). Any other language is immaterial to the agreement to settle your claims and was included because it is either standard practice or legally required. In any event, I do appreciate you may have been taken aback by a document containing legal language you may be unfamiliar with. We strongly recommend that you retain a lawyer to help you understand all the terms. If you do not plan to hire one, I am willing to simplify the document and/or remove specific language you are uncomfortable with, provided those changes do not modify the material terms we agreed to on September 19th.

Regardless of whether we have a formal signed document memorializing of our settlement, our agreement is a binding, enforceable contract. If you continue pursuing your claims against my client this will constitute breach of contract. When the matter reaches court, InductEV will seek dismissal of your claims and enforcement of the settlement agreement. More importantly, InductEV will sue for breach of contract and demand reimbursement of all attorneys' fees it has incurred as a result of your breach, including all fees spent on defending against claims you already agreed to settle. InductEV may take any other legal and equitable action available to it regarding your breach, now or in the future. My client reserves all rights and waives none.

2/18/24, 9:00 PM

Gmail - Acey, Assata v. Momentum Dynamics Corporation; CLAIMS REF NO KY22K2593096-A DOL 06/22/2022

To avoid any such consequences, we need to execute a document that memorializes the terms agreed to by both parties at mediation on September 19th. If you would like me to revise any terms or language in that document, please let me know and, as mentioned above, I will do my best to work with you to arrive at a document that contains mutually agreeable language. Please see attached Word version of the settlement agreement, which you can feel free to mark up. I look forward to hearing from you.

If we do not hear back from you by the end of this Friday, October 21st, we will assume you have chosen to reject your contractual obligations and InductEV will proceed accordingly.

Thank you.

May Mon Post, Esq. | Lead Employment Attorney | Bunker & Ray

Employees of ACE American Insurance Company, a Chubb Company

436 Walnut St. | WA01A | Philadelphia, PA 19106
(215) 845-6154 (direct) | (267) 372-1240 (mobile)

maymon.post@bunkerray.com

This email (which includes any attachments) is intended to be read only by the person(s) to whom it is addressed. This email may contain confidential, proprietary information and may be a confidential attorney-client communication, exempt from disclosure under applicable law. If you have received this email in error, do not print it, forward it or disseminate or use it or its contents. In such event, please notify the sender by return email (or by phone at the number shown above) and delete the email file immediately thereafter. Thank you for your cooperation.

We strive to be a paperless office. I encourage you to send all correspondence via email instead of U.S. mail when at all possible. If you email a document to me, it is not necessary to send a separate copy via U.S. mail. Thank you.

This email (including any attachments) is intended for the designated recipient(s) only, and may be confidential, non-public, proprietary, and/or protected by the attorney-client or other privilege. Unauthorized reading, distribution, copying or other use of this communication is prohibited and may be unlawful. Receipt by anyone other than the intended recipient(s) should not be deemed a waiver of any privilege or protection. If you are not the intended recipient or if you believe that you have received this email in error, please notify the sender immediately and delete all copies from your computer system without reading, saving, printing, forwarding or using it in any manner. Although it has been checked for viruses and other malicious software ("malware"), we do not warrant, represent or guarantee in any way that this communication is free of malware or potentially damaging defects. All liability for any actual or alleged loss, damage, or injury arising out of or resulting in any way from the receipt, opening or use of this email is expressly disclaimed.

7. Ex. 4. 04-01-2024 Alexa Heisler Deposition Transcript

In The Matter Of:

*Acey vs.
Induct EV*

*Alexa Heisler
April 1, 2024*

*Media Court Reporting
211 North Olive Street, Suite 210
Media, PA 19063
610.566.0805
www.mediacourtreporting.com*

Original File 040124AH_1.TXT

Min-U-Script® with Word Index

<p style="text-align: right;">Page 1</p> <p>1 IN THE UNITED STATES DISTRICT COURT 2 FOR THE EASTERN DISTRICT OF PENNSYLVANIA</p> <p>3 - - -</p> <p>4 ASSATA ACEY, : 5 Plaintiff : 6 vs. :Docket No.2:23-cv-01438 7 INDUCT EV, : 8 Defendant : 9 - - -</p> <p>10 Monday, April 1, 2024</p> <p>11 - - -</p> <p>12</p> <p>13 Deposition via Zoom of ALEXA HEISLER, 14 taken pursuant to notice on the above date 15 beginning at approximately 1:40 p.m., before 16 Donna Hunter, Registered Professional Reporter 17 and Notary Public.</p> <p>18 - - -</p> <p>19</p> <p>20 MEDIA COURT REPORTING 21 211 North Olive Street, Suite 210 22 Media, PA 19063 23 610.566.0805 24 mcr@mediacourtreporting.com www.mediacourtreporting.com</p>	<p style="text-align: right;">Page 3</p> <p>1</p> <p>2 - - -</p> <p>3 MCR REPORTING: Ms. Acey 4 requested that this deposition be 5 recorded, as long as all counsel agree.</p> <p>6 - - -</p> <p>7 ... ALEXA HEISLER, having 8 remotely affirmed, was examined and 9 testified as follows ...</p> <p>10 MR. SCHAUER: I would like the 11 witness to be able to read and sign the 12 transcript.</p> <p>13 Also, I am not going to tell 14 people not to record the Zoom; I'm not 15 going to be difficult.</p> <p>16 MS. ACEY: Okay.</p> <p>17 MR. SCHAUER: And just for the 18 record, I am here with the witness. We 19 are in a conference room in the 20 Montgomery County office of Fox 21 Rothschild.</p> <p>22 E X A M I N A T I O N</p> <p>23 BY MS. ACEY:</p> <p>24 Q. All right, Ms. Heisler, could you state</p>
<p style="text-align: right;">Page 2</p> <p>1 APPEARANCES:</p> <p>2 ASSATA ACEY, pro se 3 aceyassata@gmail.com</p> <p>4 Pro Se Plaintiff</p> <p>5</p> <p>6 RANDALL C. SCHAUER, ESQUIRE 7 ALBERTO LONGO, ESQUIRE 8 FOX ROTHSCHILD LLP 9 747 Constitution Drive 10 Suite 100 11 Exton, PA 19341</p> <p>12 Counsel for Defendant 13 rschauer@foxrothschild.com</p> <p>14</p> <p>15 (INDEX at end of transcript)</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p>	<p style="text-align: right;">Page 4</p> <p>1 your name for the record, please.</p> <p>2 A. Alexa Heisler.</p> <p>3 Q. Are you currently employed?</p> <p>4 A. No.</p> <p>5 Q. Have you been recently employed?</p> <p>6 A. Yes.</p> <p>7 Q. What was the name of your most recent 8 employer?</p> <p>9 A. Infinite Blue Applications, LLC.</p> <p>10 Q. Did you work from home?</p> <p>11 A. Some days.</p> <p>12 Q. How often would you say you worked from 13 home?</p> <p>14 A. I worked from home Wednesdays and 15 Fridays, or if I was sick, or my kids were 16 sick.</p> <p>17 MS. ACEY: Okay. I would like 18 to take a minute, and I want to see if 19 I can share a document. I am going to 20 e-mail a document to Ms. Heisler's 21 counsel, and I want to share my screen 22 of the document, but I just want to 23 make sure they have a copy to see 24 separate at the same time.</p>

<p style="text-align: right;">Page 5</p> <p>1 MR. SCHAUER: Ms. Acey, I may 2 have it. But if you don't mind my 3 asking, what is it you're going to 4 e-mail? 5 MS. ACEY: It's filed as 6 document 65-3 on our case. 7 MR. SCHAUER: All right, I 8 don't have that. 9 MS. ACEY: I am going to e-mail 10 that to you, and I am going to include 11 Media Court Reporting because I wanted 12 to just put it into the Zoom chat, but 13 it looks like it's not allowing me to 14 do it that way. So I am going to do 15 that before I share my screen, so 16 please bear with me for a minute. 17 And, Attorney Schauer, are you 18 still here? 19 MR. SCHAUER: Yes, I'm here. 20 MS. ACEY: Okay, I see Attorney 21 Longo's name, so I wasn't sure. But, I 22 think I get it now. 23 MR. SCHAUER: Send it to me, 24 also; I'm running it through my laptop.</p>	<p style="text-align: right;">Page 7</p> <p>1 A. Otherwise, it appears accurate. 2 Q. Okay. Is this account publically 3 accessible, or is it private? 4 A. I do not know. I don't recall my 5 privacy settings on LinkedIn. 6 Q. Okay. So when did you end your 7 employment with Induct EV? 8 A. Induct EV was March, 2023. 9 Q. Okay. And, when did you transition 10 from being General Counsel -- or were there 11 any transitions during your employment? 12 A. What do you mean "transitions?" 13 Q. I guess in your title? 14 A. Yes. I was hired is as legal counsel 15 in October of 2019, and then was appointed 16 general counsel October of 2022. So that's -- 17 yes. 18 Q. Are you able to share the date that you 19 became general counsel, that you referred to? 20 I mean I know you said -- I'm sorry. You're 21 saying the and the year. I'm asking if you 22 are able to say the day of the month? 23 A. No, I don't know. 24 Q. Okay. Are you aware of a mediation</p>
<p style="text-align: right;">Page 6</p> <p>1 MS. ACEY: Well, it was just 2 sent so I want to confirm that you 3 received it? 4 MR. SCHAUER: All right, I have 5 that document, it came in. So what are 6 we doing with it? 7 MS. ACEY: Okay, perfect. I 8 want to share my screen with this 9 document, so I am just going to start 10 that now. 11 BY MS. ACEY: 12 Q. Okay. Ms. Heisler, can you see the 13 document that I'm sharing right now? 14 A. Yes. 15 Q. Do you have a LinkedIn account? 16 A. Yes, this is my LinkedIn account. 17 Q. Okay. So this is your LinkedIn 18 account. In the experience section, so this 19 is the information that you put out for the 20 times and dates of your experience. 21 Is this accurate? 22 A. It is not updated with my most recent 23 departure from Infinite Blue. 24 Q. Okay.</p>	<p style="text-align: right;">Page 8</p> <p>1 being attended by myself, and the defendant? 2 Are you aware of any medication being 3 attended by myself, and the defendant? 4 A. Yes. 5 Q. Okay. Did you attend this medication? 6 A. I attended partially of the mediation. 7 Q. What parts did you attend? 8 A. I attended from the start of it, and 9 then I had to drop for another call. 10 Q. What do you recall seeing or hearing 11 outside of your communications with the 12 parties during the mediation? 13 MR. SCHAUER: I object to the 14 form of the question. If you can 15 answer it, go ahead. 16 THE WITNESS: I'm not sure I 17 understand the question. Can you 18 rephrase it? 19 MS. ACEY: Sure. 20 BY MS. ACEY: 21 Q. During your time attending the 22 mediation, what do you recall seeing or 23 hearing? 24 MR. SCHAUER: I'm going to</p>

<p style="text-align: right;">Page 9</p> <p>1 direct the witness not to share any 2 communications related to legal advice 3 as privileged, obviously. But to the 4 extent there was other communications, 5 the witness can talk about, sure, 6 that's fine. 7 THE WITNESS: You want a 8 summary of my experience at the 9 mediation barring any privileged 10 communication or -- 11 MS. ACEY: Yes. 12 THE WITNESS: I am not 13 understanding your question. 14 BY MS. ACEY: 15 Q. No, I get the question. But I think 16 the first part that you offered as far as your 17 experience barring the privileged 18 communication, that's what I am trying to get. 19 A. Okay. So we had a virtual mediation 20 set up privately, Ms. Acey, you had suggested 21 through -- I don't recall the name -- I only 22 remember the woman's name was Serena that we 23 exchanged information with -- was setup a 24 mediation with Barbara, Tracy, and then I</p>	<p style="text-align: right;">Page 11</p> <p>1 So, what is the name of the attorney 2 who spoke on behalf of Induct EV? 3 A. May-Mon, I believe her last name is 4 Post. 5 Q. Okay. You also mentioned, I think it 6 was a Tracy, and another name? 7 A. Barbara? 8 Q. Barbara and Tracy? 9 A. Yes, who were the mediators, if I'm 10 recalling -- frankly, I don't recall their 11 last names. 12 Q. Okay. Can you recall any specific 13 words that I spoke conveying an agreement to 14 Induct EV's s terms during mediation? 15 A. No. I wasn't on the call throughout. 16 So the last part when I was there with the 17 company, and you had not come to an agreement 18 at that time. 19 Q. Okay. Are you aware of any contract 20 terms being said to the mediators before the 21 mediation? 22 A. No. 23 Q. Are you aware of any contract terms 24 being said to the mediators after mediation?</p>
<p style="text-align: right;">Page 10</p> <p>1 think in attendance on our side was May-Mon 2 and Ms. Patti Rensel, and myself. 3 It started in the morning. It was 4 supposed to be around, like, five hours -- 5 that's based on my recollection. We started 6 all in one group, and then had breakout 7 sessions where you met with the mediators 8 separately and then the mediators came to us. 9 But, you know, the specifics on that, 10 you know, I think our attorney spoke on our 11 behalf of Induct EV -- or Momentum -- formerly 12 known as Momentum and, you know, that is the 13 brief and basics of my experience. 14 Q. Okay. 15 MR. SCHAUER: Ms. Acey, could 16 you stop sharing that, or are you done 17 with it, or -- 18 MS. ACEY: Oh, sorry. Yes, I 19 can stop sharing this now. I don't 20 need it anymore. 21 MR. SCHAUER: Thank you. 22 BY MS. ACEY: 23 Q. So, I'm sorry, I want to recalibrate to 24 the testimony that you just gave.</p>	<p style="text-align: right;">Page 12</p> <p>1 A. I'm not sure. I don't recall. 2 Q. Okay. Did you see or receive any 3 communications with the mediators after the 4 mediation? 5 I'm sorry, I want to rephrase that 6 question because it's not exactly what I want 7 to ask. 8 Did you see or receive any 9 communication from the mediators after the 10 mediation? 11 A. I do not believe I received any 12 communications from the mediators. 13 Q. Okay. Are you aware of any contract 14 terms being e-mailed to me before 15 September 27th? 16 A. I'm not sure. 17 Q. Okay. I only have, like, one or two 18 last questions, so just let me state that. 19 When did you first view the subpoena 20 for this deposition? 21 A. I've never received a subpoena for the 22 deposition. My first notice was when Mr. -- 23 Randy over here had e-mailed me, like, on a 24 Friday afternoon saying: Hey, you were served</p>

<p style="text-align: right;">Page 13</p> <p>1 on March 5th. And, I had not received 2 anything. So, you know, I had a call with him 3 to, like, can you send me a copy of what I was 4 alleged to be to served with. And I don't 5 believe I have seen anything with that, other 6 than the Proof of Service, which I stated was 7 not served to me. 8 And I called the contacts below to see 9 if they had been served. I called my 10 secretary/receptionist at the time, and she 11 did not have anything either of that service. 12 I spoke to the receptionist at the 13 first floor, Valley Forge Financial. They did 14 not say that a Melissa Evans worked at that 15 company. So I tried to find the subpoena, but 16 I did not receive it. 17 Q. Just to circle back, you said that you 18 spoke with the receptionist at Infinite Blue, 19 as well? 20 A. Yes, yes. So I spoke to her; I spoke 21 to the receptionist at the office below 22 Infinite Blue. And, no one had received 23 anything. 24 Q. What was the name of the receptionist</p>	<p style="text-align: right;">Page 15</p> <p>1 A. Correct, this was the e-mail that you 2 introduced yourself, and I learned about the 3 subpoena. 4 Q. Now, at that point, we were not 5 attorney/client, we didn't have an 6 attorney/client relationship; correct? 7 A. Yes. 8 Q. At some point that day, did I provide 9 you with a -- we have a followup e-mail that I 10 am going to actually mark as AH-2, and show 11 you. And, I will put that on the screen. 12 (Document marked AH Exhibit No. 13 2 for identification.) 14 BY MR. SCHAUER: 15 Q. All right. What we have here now is a 16 copy of e-mails, again between Randall Schauer 17 and Alexa Heisler. The date is March 8th, 18 2024. I've marked this as Exhibit AH-2. 19 If we scroll to the bottom, we see the 20 body of the e-mail previously identified as 21 AH-1. And just, you know, to scroll down 22 through, there is an indication there's an 23 image attached to this e-mail string. It's 24 the e-mail, the initial e-mail from Randy</p>
<p style="text-align: right;">Page 14</p> <p>1 at Infinite Blue? 2 A. Andrea -- I can't pronounce her name -- 3 D'Annunzio. 4 Q. Andrea D'Annunzio, I think? 5 A. Yes. 6 MS. ACEY: All right, those are 7 all my questions. 8 MR. SCHAUER: I have a few 9 brief questions. 10 First, I'm going to share 11 something. Give me one second, please. 12 All right. I have here an 13 e-mail from me to Alexa Heisler dated 14 March 8th, 2024. I'm going to be 15 marking this as AH-1. 16 (Document marked AH Exhibit No. 17 1 for identification.) 18 BY MR. SCHAUER: 19 Q. I'm going to give a copy to the 20 witness, and ask the witness to take a look at 21 that Exhibit AH-1, and then tell us, yes or 22 no, whether that was the e-mail that was 23 referenced in her testimony regarding hearing 24 from Randy Schauer regarding being subpoenaed?</p>	<p style="text-align: right;">Page 16</p> <p>1 Schauer to Alexa Heisler. It's at the bottom; 2 it's the last thing. 3 So I am going to ask you is this a true 4 and correct copy of an e-mail exchange between 5 you and Randy Schauer dated March 8, 2024? 6 And, did we have a telephone conversation, 7 also, during the course of the day on March 8 8th, 2024 regarding this subpoena. 9 And, you know, essentially, is that 10 what lead you to go look for the subpoena, as 11 you described to Ms. Acey? And, did you ever 12 see a copy of this subpoena left at any office 13 in the Momentum Blue Offices? 14 A. No. Infinite Blue. 15 Q. Infinite Blue? 16 A. No, I did not. 17 Q. There were some -- well, I'm going to 18 move from here. Just a second, I have one 19 more exhibit, and we'll soon be done. 20 I'll be back in a second here. 21 --- 22 THE REPORTER: While we're 23 waiting, is it D'Annunzio, the name you 24 mentioned before?</p>

<p style="text-align: right;">Page 17</p> <p>1 THE WITNESS: Yes. It's</p> <p>2 D'Annunzio, yes.</p> <p>3 THE REPORTER: So, it's</p> <p>4 D'A-N-N...</p> <p>5 THE WITNESS: D'Annunzio, yes.</p> <p>6 And, she's the office manager; I</p> <p>7 incorrectly stated receptionist.</p> <p>8 THE REPORTER: Thank you.</p> <p>9 MR. SCHAUER: Okay, I'm</p> <p>10 referring now to Exhibit AH-3.</p> <p>11 (Document marked AH Exhibit No.</p> <p>12 3 for identification.)</p> <p>13 BY MR. SCHAUER:</p> <p>14 Q. I am referring now to Exhibit AH-3,</p> <p>15 which is a document, it says Document 55-1,</p> <p>16 page 10 of 10 at the top, actually. And a</p> <p>17 filing I believe from Ms. Acey.</p> <p>18 Is this a copy of the Proof of Service</p> <p>19 that was sent to you as part of that e-mail</p> <p>20 trail, Page 2, that we just identified? And</p> <p>21 did you utilize this document to try and</p> <p>22 assist you in determining whether, in fact,</p> <p>23 the subpoena was ever received by anybody at</p> <p>24 Infinite Blue?</p>	<p style="text-align: right;">Page 19</p> <p>1 that no?</p> <p>2 THE WITNESS: No.</p> <p>3 THE REPORTER: Keep your voice</p> <p>4 up, please.</p> <p>5 BY MR. SCHAUER:</p> <p>6 Q. Were you, at any time, prior -- we're</p> <p>7 talking about conversations between Randy</p> <p>8 Schauer and you prior to becoming represented</p> <p>9 by Randy Schauer -- where you were advised in</p> <p>10 any way to attempt to avoid or, you know, not</p> <p>11 accept a subpoena that somebody might be</p> <p>12 trying serve on you?</p> <p>13 A. No.</p> <p>14 Q. In fact, you then agreed to appear for</p> <p>15 this deposition despite having never found or</p> <p>16 seen this subpoena that ostensibly was served</p> <p>17 by Joe Horton, as reflected in Exhibit AH-3;</p> <p>18 is that correct?</p> <p>19 A. Yes.</p> <p>20 MR. SCHAUER: I have no more</p> <p>21 questions.</p> <p>22 MS. ACEY: Okay. Well, I don't</p> <p>23 have a recross. So, it think this</p> <p>24 deposition has occurred, and we're</p>
<p style="text-align: right;">Page 18</p> <p>1 In fact, even if you had, had you</p> <p>2 authorized anybody at Infinite Blue to accept</p> <p>3 service of a subpoena on you for a matter not</p> <p>4 involving Infinite Blue?</p> <p>5 A. No.</p> <p>6 MS. ACEY: Attorney Schauer,</p> <p>7 I'm sorry. It seems like you put three</p> <p>8 questions one after the other. Is it</p> <p>9 possible for you to go one question at</p> <p>10 a time.</p> <p>11 BY MR. SCHAUER:</p> <p>12 Q. Is this Proof of Service a document</p> <p>13 that you utilized in attempting to find some</p> <p>14 subpoena that might have been served at the</p> <p>15 building in which Infinite Blue has its</p> <p>16 offices?</p> <p>17 A. Yes.</p> <p>18 Q. Did you authorize anybody there in</p> <p>19 those offices in any event to accept a</p> <p>20 subpoena to be served on you in an individual</p> <p>21 capacity not related to your employment with</p> <p>22 Infinite Blue?</p> <p>23 A. No.</p> <p>24 THE REPORTER: I'm sorry, was</p>	<p style="text-align: right;">Page 20</p> <p>1 good.</p> <p>2 MR. SCHAUER: Okay. Thank you.</p> <p>3 I will send the exhibits to the</p> <p>4 court reporter as last time.</p> <p>5 THE REPORTER: Okay. Very</p> <p>6 good. Thank you.</p> <p>7 - - -</p> <p>8 (Witness excused.)</p> <p>9 (Deposition via Zoom concluded</p> <p>10 at 2:00 p.m.)</p> <p>11 - - -</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p>

Page 21

1	I N D E X	
2		
3	WITNESS:	PAGE
4	ALEXA HEISLER	
5	By Ms. Acey.....	3
6	By Mr. Schauer.....	14
7		
8		
9	E X H I B I T S	
10	NO.	DESCRIPTION PAGE
11	11	
12	AH-1	E-mail from Mr. Schauer to Alexa Heisler dated March 8th, 2024 14
13		
14	AH-2	E-mail exchange 15
15	AH-3	Document 55-1, Proof of Service 17
16		
17	(Also attached but not marked: LinkedIn account for Ms. Heisler.)	
18		
19	- - -	
20		
21		
22		
23		
24		

Page 22

1 CERTIFICATE

2

3 I HEREBY CERTIFY that the proceedings,

4 evidence and objections are contained fully

5 and accurately in the stenographic notes taken

6 by me upon the deposition of ALEXA HEISLER,

7 taken on Monday, April 1, 2024, via web

8 conference connection and subject to the

9 clarity and completeness of the computer

10 transmission, and that this is a true and

11 correct transcript of same.

12

13

14

15 DONNA HUNTER,

16 Registered Professional Reporter

17 and Notary Public

18

19 (The foregoing certification of this

20 transcript does not apply to any reproduction

21 of the same by any means, unless under the

22 direct control and/or supervision of the

23 certifying reporter.)

24

A	4:9 appointed (1) 7:15 around (1) 10:4 assist (1) 17:22 attached (1) 15:23 attempt (1) 19:10 attempting (1) 18:13 attend (2) 8:5,7 attendance (1) 10:1 attended (4) 8:1,3,6,8 attending (1) 8:21 Attorney (5) 5:17,20;10:10; 11:1;18:6 attorney/client (2) 15:5,6 authorize (1) 18:18 authorized (1) 18:2 avoid (1) 19:10 aware (5) 7:24;8:2;11:19,23; 12:13	15:20 bottom (2) 15:19;16:1 breakout (1) 10:6 brief (2) 10:13;14:9 building (1) 18:15	currently (1) 4:3	employed (2) 4:3,5 employer (1) 4:8 employment (3) 7:7,11;18:21 end (1) 7:6 essentially (1) 16:9 EV (4) 7:7,8;10:11;11:2 Evans (1) 13:14 even (1) 18:1 event (1) 18:19 EV's (1) 11:14 exactly (1) 12:6 examined (1) 3:8 exchange (1) 16:4 exchanged (1) 9:23 excused (1) 20:8 Exhibit (9) 14:16,21;15:12,18; 16:19;17:10,11,14; 19:17 exhibits (1) 20:3 experience (5) 6:18,20;9:8,17; 10:13 extent (1) 9:4
	B	C	D	F
			D'A-N-N (1) 17:4 D'Annunzio (5) 14:3,4;16:23;17:2, 5 date (2) 7:18;15:17 dated (2) 14:13;16:5 dates (1) 6:20 day (3) 7:22;15:8;16:7 days (1) 4:11 defendant (2) 8:1,3 departure (1) 6:23 deposition (6) 3:4;12:20,22; 19:15,24;20:9 described (1) 16:11 despite (1) 19:15 determining (1) 17:22 difficult (1) 3:15 direct (1) 9:1 document (14) 4:19,20,22;5:6;6:5, 9,13;14:16;15:12; 17:11,15,15,21;18:12 done (2) 10:16;16:19 down (1) 15:21 drop (1) 8:9 during (5) 7:11;8:12,21; 11:14;16:7	
able (3) 3:11;7:18,22 accept (3) 18:2,19;19:11 accessible (1) 7:3 account (4) 6:15,16,18;7:2 accurate (2) 6:21;7:1 Accey (24) 3:3,16,23;4:17;5:1, 5,9,20;6:1,7,11;8:19, 20;9:11,14,20;10:15, 18,22;14:6;16:11; 17:17;18:6;19:22 actually (2) 15:10;17:16 advice (1) 9:2 advised (1) 19:9 affirmed (1) 3:8 afternoon (1) 12:24 again (1) 15:16 agree (1) 3:5 agreed (1) 19:14 agreement (2) 11:13,17 AH (3) 14:16;15:12;17:11 AH-1 (3) 14:15,21;15:21 AH-2 (2) 15:10,18 AH-3 (3) 17:10,14;19:17 ahead (1) 8:15 ALEXA (5) 3:7;4:2;14:13; 15:17;16:1 alleged (1) 13:4 allowing (1) 5:13 Andrea (2) 14:2,4 anymore (1) 10:20 appear (1) 19:14 appears (1) 7:1 Applications (1)	back (2) 13:17;16:20 Barbara (3) 9:24;11:7,8 barring (2) 9:9,17 based (1) 10:5 basics (1) 10:13 bear (1) 5:16 became (1) 7:19 becoming (1) 19:8 behalf (2) 10:11;11:2 below (2) 13:8,21 Blue (13) 4:9;6:23;13:18,22; 14:1;16:13,14,15; 17:24;18:2,4,15,22 body (1)	call (3) 8:9;11:15;13:2 called (2) 13:8,9 came (2) 6:5;10:8 can (8) 4:19;6:12;8:14,17; 9:5;10:19;11:12;13:3 capacity (1) 18:21 case (1) 5:6 chat (1) 5:12 circle (1) 13:17 communication (3) 9:10,18;12:9 communications (5) 8:11;9:2,4;12:3,12 company (2) 11:17;13:15 concluded (1) 20:9 conference (1) 3:19 confirm (1) 6:2 contacts (1) 13:8 contract (3) 11:19,23;12:13 conversation (1) 16:6 conversations (1) 19:7 conveying (1) 11:13 copy (7) 4:23;13:3;14:19; 15:16;16:4,12;17:18 counsel (6) 3:5;4:21;7:10,14, 16,19 County (1) 3:20 course (1) 16:7 Court (2) 5:11;20:4	E either (1) 13:11 e-mail (13) 4:20;5:4,9;14:13, 22;15:1,9,20,23,24, 24;16:4;17:19 e-mailed (2) 12:14,23 e-mails (1) 15:16	fact (3) 17:22;18:1;19:14 far (1) 9:16 few (1) 14:8 filed (1) 5:5 filing (1) 17:17 Financial (1) 13:13 find (2) 13:15;18:13 fine (1) 9:6 first (5) 9:16;12:19,22; 13:13;14:10

five (1) 10:4 floor (1) 13:13 follows (1) 3:9 followup (1) 15:9 Forge (1) 13:13 form (1) 8:14 formerly (1) 10:11 found (1) 19:15 Fox (1) 3:20 frankly (1) 11:10 Friday (1) 12:24 Fridays (1) 4:15	15:20;17:20 image (1) 15:23 include (1) 5:10 incorrectly (1) 17:7 indication (1) 15:22 individual (1) 18:20 Induct (5) 7:7,8;10:11;11:2, 14 Infinite (12) 4:9;6:23;13:18,22; 14:1;16:14,15;17:24; 18:2,4,15,22 information (2) 6:19;9:23 initial (1) 15:24 into (1) 5:12 introduced (1) 15:2 involving (1) 18:4	3:5 Longo's (1) 5:21 look (2) 14:20;16:10 looks (1) 5:13	morning (1) 10:3 most (2) 4:7;6:22 move (1) 16:18 myself (3) 8:1,3;10:2	partially (1) 8:6 parties (1) 8:12 parts (1) 8:7 Patti (1) 10:2 people (1) 3:14 perfect (1) 6:7 please (4) 4:1;5:16;14:11; 19:4 pm (1) 20:10 point (2) 15:4,8 possible (1) 18:9 Post (1) 11:4 previously (1) 15:20 prior (2) 19:6,8 privacy (1) 7:5 private (1) 7:3 privately (1) 9:20 privileged (3) 9:3,9,17 pronounce (1) 14:2 Proof (3) 13:6;17:18;18:12 provide (1) 15:8 publically (1) 7:2 put (4) 5:12;6:19;15:11; 18:7
G		M	N	
gave (1) 10:24 General (3) 7:10,16,19 good (2) 20:1,6 group (1) 10:6 guess (1) 7:13	J	manager (1) 17:6 March (6) 7:8;13:1;14:14; 15:17;16:5,7 mark (1) 15:10 marked (4) 14:16;15:12,18; 17:11 marking (1) 14:15 matter (1) 18:3 may (1) 5:1 May-Mon (2) 10:1;11:3 MCR (1) 3:3 mean (2) 7:12,20 Media (1) 5:11 mediation (12) 7:24;8:6,12,22;9:9, 19,24;11:14,21,24; 12:4,10 mediators (8) 10:7,8;11:9,20,24; 12:3,9,12 medication (2) 8:2,5 Melissa (1) 13:14 mentioned (2) 11:5;16:24 met (1) 10:7 might (2) 18:14;19:11 mind (1) 5:2 minute (2) 4:18;5:16 Momentum (3) 10:11,12;16:13 Montgomery (1) 3:20 month (1) 7:22 more (2) 16:19;19:20	name (11) 4:1,7;5:21;9:21,22; 11:1,3,6;13:24;14:2; 16:23 names (1) 11:11 need (1) 10:20 notice (1) 12:22	
	K		O	
hearing (3) 8:10,23;14:23 HEISLER (7) 3:7,24;4:2;6:12; 14:13;15:17;16:1 Heisler's (1) 4:20 Hey (1) 12:24 hired (1) 7:14 home (3) 4:10,13,14 Horton (1) 19:17 hours (1) 10:4	Keep (1) 19:3 kids (1) 4:15 known (1) 10:12		object (1) 8:13 obviously (1) 9:3 occurred (1) 19:24 October (2) 7:15,16 offered (1) 9:16 office (4) 3:20;13:21;16:12; 17:6 Offices (3) 16:13;18:16,19 often (1) 4:12 one (7) 10:6;12:17;13:22; 14:11;16:18;18:8,9 only (2) 9:21;12:17 ostensibly (1) 19:16 Otherwise (1) 7:1 out (1) 6:19 outside (1) 8:11 over (1) 12:23	Post (1) 11:4 previously (1) 15:20 prior (2) 19:6,8 privacy (1) 7:5 private (1) 7:3 privately (1) 9:20 privileged (3) 9:3,9,17 pronounce (1) 14:2 Proof (3) 13:6;17:18;18:12 provide (1) 15:8 publically (1) 7:2 put (4) 5:12;6:19;15:11; 18:7
H	L		P	
identification (3) 14:17;15:13;17:12 identified (2)	laptop (1) 5:24 last (6) 11:3,11,16;12:18; 16:2;20:4 lead (1) 16:10 learned (1) 15:2 left (1) 16:12 legal (2) 7:14;9:2 LinkedIn (4) 6:15,16,17;7:5 LLC (1) 4:9 long (1)	manager (1) 17:6 March (6) 7:8;13:1;14:14; 15:17;16:5,7 mark (1) 15:10 marked (4) 14:16;15:12,18; 17:11 marking (1) 14:15 matter (1) 18:3 may (1) 5:1 May-Mon (2) 10:1;11:3 MCR (1) 3:3 mean (2) 7:12,20 Media (1) 5:11 mediation (12) 7:24;8:6,12,22;9:9, 19,24;11:14,21,24; 12:4,10 mediators (8) 10:7,8;11:9,20,24; 12:3,9,12 medication (2) 8:2,5 Melissa (1) 13:14 mentioned (2) 11:5;16:24 met (1) 10:7 might (2) 18:14;19:11 mind (1) 5:2 minute (2) 4:18;5:16 Momentum (3) 10:11,12;16:13 Montgomery (1) 3:20 month (1) 7:22 more (2) 16:19;19:20	page (2) 17:16,20 part (3) 9:16;11:16;17:19	Randall (1) 15:16 Randy (6) 12:23;14:24;15:24; 16:5;19:7,9 read (1) 3:11 recalibrate (1) 10:23 recall (7) 7:4;8:10,22;9:21; 11:10,12;12:1 recalling (1) 11:10

receive (3) 12:2,8;13:16 received (6) 6:3;12:11,21;13:1, 22;17:23 recent (2) 4:7;6:22 recently (1) 4:5 receptionist (5) 13:12,18,21,24; 17:7 recollection (1) 10:5 record (3) 3:14,18;4:1 recorded (1) 3:5 recross (1) 19:23 referenced (1) 14:23 referred (1) 7:19 referring (2) 17:10,14 reflected (1) 19:17 regarding (3) 14:23,24;16:8 related (2) 9:2;18:21 relationship (1) 15:6 remember (1) 9:22 remotely (1) 3:8 Rensel (1) 10:2 rephrase (2) 8:18;12:5 REPORTER (7) 16:22;17:3,8; 18:24;19:3;20:4,5 REPORTING (2) 3:3;5:11 represented (1) 19:8 requested (1) 3:4 right (7) 3:24;5:7;6:4,13; 14:6,12;15:15 room (1) 3:19 Rothschild (1) 3:21 running (1) 5:24 S	same (1) 4:24 saying (2) 7:21;12:24 SCHAUER (28) 3:10,17;5:1,7,17, 19,23;6:4;8:13,24; 10:15,21;14:8,18,24; 15:14,16;16:1,5;17:9, 13;18:6,11;19:5,8,9, 20;20:2 screen (4) 4:21;5:15;6:8; 15:11 scroll (2) 15:19,21 second (3) 14:11;16:18,20 secretary/receptionist (1) 13:10 section (1) 6:18 seeing (2) 8:10,22 seems (1) 18:7 Send (3) 5:23;13:3;20:3 sent (2) 6:2;17:19 separate (1) 4:24 separately (1) 10:8 September (1) 12:15 Serena (1) 9:22 serve (1) 19:12 served (7) 12:24;13:4,7,9; 18:14,20;19:16 Service (5) 13:6,11;17:18; 18:3,12 sessions (1) 10:7 set (1) 9:20 settings (1) 7:5 setup (1) 9:23 share (7) 4:19,21;5:15;6:8; 7:18;9:1;14:10 sharing (3) 6:13;10:16,19 show (1) 15:10 sick (2) 4:15,16	side (1) 10:1 sign (1) 3:11 somebody (1) 19:11 soon (1) 16:19 sorry (6) 7:20;10:18,23; 12:5;18:7,24 specific (1) 11:12 specifics (1) 10:9 spoke (7) 10:10;11:2,13; 13:12,18,20,20 start (2) 6:9;8:8 started (2) 10:3,5 state (2) 3:24;12:18 stated (2) 13:6;17:7 still (1) 5:18 stop (2) 10:16,19 string (1) 15:23 subpoena (13) 12:19,21;13:15; 15:3;16:8,10,12; 17:23;18:3,14,20; 19:11,16 subpoenaed (1) 14:24 suggested (1) 9:20 summary (1) 9:8 supposed (1) 10:4 sure (7) 4:23;5:21;8:16,19; 9:5;12:1,16 T talk (1) 9:5 talking (1) 19:7 telephone (1) 16:6 terms (4) 11:14,20,23;12:14 testified (1) 3:9 testimony (2) 10:24;14:23	three (1) 18:7 throughout (1) 11:15 times (1) 6:20 title (1) 7:13 top (1) 17:16 Tracy (3) 9:24;11:6,8 trail (1) 17:20 transcript (1) 3:12 transition (1) 7:9 transitions (2) 7:11,12 tried (1) 13:15 true (1) 16:3 try (1) 17:21 trying (2) 9:18;19:12 two (1) 12:17 U up (2) 9:20;19:4 updated (1) 6:22 utilize (1) 17:21 utilized (1) 18:13 V Valley (1) 13:13 via (1) 20:9 view (1) 12:19 virtual (1) 9:19 voice (1) 19:3 W waiting (1) 16:23 way (2) 5:14;19:10 Wednesdays (1) 4:14	witness (13) 3:11,18;8:16;9:1,5, 7,12;14:20,20;17:1,5; 19:2;20:8 woman's (1) 9:22 words (1) 11:13 work (1) 4:10 worked (3) 4:12,14;13:14 Y year (1) 7:21 Z Zoom (3) 3:14;5:12;20:9 1 1 (1) 14:17 10 (2) 17:16,16 2 2 (2) 15:13;17:20 2:00 (1) 20:10 2019 (1) 7:15 2022 (1) 7:16 2023 (1) 7:8 2024 (4) 14:14;15:18;16:5,8 27th (1) 12:15 3 3 (1) 17:12 5 55-1 (1) 17:15 5th (1) 13:1 6 65-3 (1) 5:6
--	--	---	---	---

Acey vs.
Induct EV

Alexa Heisler
April 1, 2024

8				
8 (1) 16:5 8th (3) 14:14;15:17;16:8				

8. Ex 5. 03-28-2024 Patti Rensel Deposition Transcript

In The Matter Of:

*Acey vs.
Induct EV*

*Patti Rensel
March 28, 2024*

*Media Court Reporting
211 North Olive Street, Suite 210
Media, PA 19063
610.566.0805
www.mediacourtreporting.com*

Original File 032824PR.txt

Min-U-Script® with Word Index

<p style="text-align: right;">Page 1</p> <p>1 IN THE UNITED STATES DISTRICT COURT 2 FOR THE EASTERN DISTRICT OF PENNSYLVANIA</p> <p>3 - - -</p> <p>4 ASSATA ACEY, : 5 : 6 : 7 : 8 : 9 : 10 : 11 : 12 : 13 : 14 : 15 : 16 : 17 : 18 : 19 : 20 : 21 : 22 : 23 : 24 :</p> <p>Plaintiff</p> <p>vs. :Docket No.2:23-cv-01438</p> <p>INDUCT EV,</p> <p>Defendant</p> <p style="text-align: center;">- - -</p> <p style="text-align: center;">Thursday, March 28, 2024</p> <p style="text-align: center;">- - -</p> <p>Deposition via Zoom of PATTI RENSEL, taken pursuant to notice on the above date beginning at approximately 1:40 p.m., before Donna Hunter, Registered Professional Reporter and Notary Public.</p> <p style="text-align: center;">- - -</p> <p style="text-align: center;">MEDIA COURT REPORTING 211 North Olive Street, Suite 210 Media, PA 19063 610.566.0805 mcr@mediacourtreporting.com www.mediacourtreporting.com</p>	<p style="text-align: right;">Page 3</p> <p>1 - - -</p> <p>2 ...PATTI RENSEL, having been</p> <p>3 remotely sworn, was examined and</p> <p>4 testified as follows . . .</p> <p>5 - - -</p> <p>6 MR. SCHAUER: I am representing</p> <p>7 the defendant, as well as this witness,</p> <p>8 for purposes of this deposition.</p> <p>9 We don't waive signing of the</p> <p>10 deposition, but otherwise are amenable</p> <p>11 to the usual stipulations.</p> <p>12 BY MS. ACEY:</p> <p>13 Q. Good morning, Ms. Rensel. Could you</p> <p>14 confirm for me the correct way to pronounce</p> <p>15 your name?</p> <p>16 A. Patti Rensel.</p> <p>17 Q. Rensel, all right. I'm so sorry for</p> <p>18 mispronouncing it earlier.</p> <p>19 Have you been employed by Induct EV?</p> <p>20 A. Could you repeat the question?</p> <p>21 Q. Sure. Were you at any time employed by</p> <p>22 Induct EV?</p> <p>23 A. Yes.</p> <p>24 Q. What were the dates of your employment?</p>
<p style="text-align: right;">Page 2</p> <p>1 APPEARANCES:</p> <p>2 ASSATA ACEY, pro se</p> <p>3 aceyassata@gmail.com</p> <p>4 Plaintiff</p> <p>5</p> <p>6 RANDALL C. SCHAUER, ESQUIRE</p> <p>7 ALBERTO LONGO, ESQUIRE</p> <p>8 FOX ROTHSCHILD LLP</p> <p>9 747 Constitution Drive</p> <p>10 Suite 100</p> <p>11 Exton, PA 19341</p> <p>12 Counsel for Defendant</p> <p>13 rschauer@foxrothschild.com</p> <p>14</p> <p>15 (INDEX at end of transcript)</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p>	<p style="text-align: right;">Page 4</p> <p>1 A. I don't recall.</p> <p>2 Q. Understood. Are you able to recall the</p> <p>3 date that you stopped working for Induct EV?</p> <p>4 A. No.</p> <p>5 Q. Do you recall the month or the year</p> <p>6 that you stopped working for Induct EV?</p> <p>7 A. The year was 2023.</p> <p>8 Q. To confirm, do you recall the month or</p> <p>9 only the year?</p> <p>10 A. I do not recall the month. I do recall</p> <p>11 the year.</p> <p>12 Q. Okay. What is your impression of why</p> <p>13 this case was started?</p> <p>14 MR. SCHAUER: Objection, but</p> <p>15 you can answer the question if you can.</p> <p>16 MS. ACEY: Actually, I would</p> <p>17 like to retry the question.</p> <p>18 BY MS. ACEY:</p> <p>19 Q. Do you recall any communication to you</p> <p>20 from co-workers at Induct EV about what my</p> <p>21 employment was like with the defendant?</p> <p>22 MR. SCHAUER: I'm going to</p> <p>23 object but if you can answer it, go</p> <p>24 ahead.</p>

<p style="text-align: right;">Page 5</p> <p>1 THE WITNESS: I can't answer --</p> <p>2 can you rephrase that question.</p> <p>3 MS. ACEY: Sure.</p> <p>4 BY MS. ACEY:</p> <p>5 Q. Has anyone spoken to you about my</p> <p>6 employment with the defendant outside of</p> <p>7 counsel?</p> <p>8 A. I can't answer that question the way</p> <p>9 it's being asked. Can you rephrase it for me?</p> <p>10 Q. Do you recall hearing anything about my</p> <p>11 employment with the defendant?</p> <p>12 A. No.</p> <p>13 Q. Do you recall discussing my complaint</p> <p>14 with employees of the defendant?</p> <p>15 A. No.</p> <p>16 Q. Do you recall discussing my complaint</p> <p>17 with Diana Wilmes?</p> <p>18 MR. SCHAUER: Are you referring</p> <p>19 to the complaint filed in this case</p> <p>20 because --</p> <p>21 MS. ACEY: I understand.</p> <p>22 That's a reasonable question.</p> <p>23 BY MS. ACEY:</p> <p>24 Q. Do you recall discussing the claims of</p>	<p style="text-align: right;">Page 7</p> <p>1 me at any time stating an agreement of any</p> <p>2 kind? Actually, strike that.</p> <p>3 Do you recall any verbal agreement</p> <p>4 being entered during mediation?</p> <p>5 A. Yes.</p> <p>6 Q. What is the verbal agreement that you</p> <p>7 recall from mediation?</p> <p>8 A. You were asked to resign from</p> <p>9 employment in exchange for compensation.</p> <p>10 Q. Do you recall who was relaying this</p> <p>11 agreement, who was speaking about the details</p> <p>12 of this agreement to me during mediation?</p> <p>13 A. I don't recall. It was not me.</p> <p>14 Q. Do you recall any of the attorneys</p> <p>15 present with you, May Mon Post or Alexa</p> <p>16 Heisler, stating the details of this agreement</p> <p>17 to me during the mediation?</p> <p>18 MR. SCHAUER: Are you asking</p> <p>19 about the agreement that the witness</p> <p>20 just testified to?</p> <p>21 MS. ACEY: Yes.</p> <p>22 MR. SCHAUER: Thank you.</p> <p>23 Sorry.</p> <p>24 THE WITNESS: As I stated, I</p>
<p style="text-align: right;">Page 6</p> <p>1 my EEOC Complaint with Diana Wilmes?</p> <p>2 A. I don't -- it's very difficult to</p> <p>3 answer your question because it's so broad.</p> <p>4 Could you be more specific?</p> <p>5 Q. Do you recall initiating or</p> <p>6 participating in any conversations about the</p> <p>7 allegation of my EEOC Complaint?</p> <p>8 A. I don't recall specific conversations</p> <p>9 about the EEOC Complaint.</p> <p>10 Q. Thank you. Did you attend the</p> <p>11 mediation on behalf of the defendant?</p> <p>12 A. I attended mediation.</p> <p>13 Q. Did you attend medication on behalf of</p> <p>14 the defendant to settle my EEOC Complaint?</p> <p>15 A. I don't know. I don't know if that's</p> <p>16 what it's considered, so I don't know how to</p> <p>17 answer that question.</p> <p>18 Q. Okay. To your knowledge, what was the</p> <p>19 medication for?</p> <p>20 A. I believe you requested the mediation.</p> <p>21 Q. To your knowledge, what was the</p> <p>22 defendant's goal in attending the mediation?</p> <p>23 A. I don't recall.</p> <p>24 Q. During mediation, do you recall hearing</p>	<p style="text-align: right;">Page 8</p> <p>1 recall that that was presented to you,</p> <p>2 and that it was agreed to.</p> <p>3 BY MS. ACEY:</p> <p>4 Q. But, you do not recall whether that</p> <p>5 agreement was verbalized, by the attorneys</p> <p>6 present, to me the during mediation. Said</p> <p>7 with words, whether it was conveyed through</p> <p>8 oral -- let me just restart this.</p> <p>9 To confirm, do you recall the agreement</p> <p>10 being communicated to me orally by either May</p> <p>11 Mon Post or Alexa Heisler during that</p> <p>12 mediation?</p> <p>13 A. Let me think about this for one moment.</p> <p>14 Let me think about the question you are</p> <p>15 asking. It was communicated verbally.</p> <p>16 Q. By verbal, you do mean, like, orally.</p> <p>17 A. It was communicated -- yes, it was</p> <p>18 communicated orally.</p> <p>19 Q. Do you recall whether it was</p> <p>20 communicated orally by Alexa Heisler or May</p> <p>21 Mon Post?</p> <p>22 A. I do not recall.</p> <p>23 Q. Do you recall whether that</p> <p>24 communication was made by the mediators only?</p>

<p style="text-align: right;">Page 9</p> <p>1 A. I do not recall.</p> <p>2 MS. ACEY: Let's have a break</p> <p>3 for about 10, 15 minute. Can we</p> <p>4 reconvene at 9:30?</p> <p>5 MR. SCHAUER: It's your</p> <p>6 deposition, sure. I mean, you</p> <p>7 initially projected like an</p> <p>8 hour-and-a-half. Do you still</p> <p>9 anticipate that; just if you care to</p> <p>10 answer the question?</p> <p>11 MS. ACEY: Yes. I think we are</p> <p>12 still on schedule. Yes, I would like</p> <p>13 to take a break until 9:30.</p> <p>14 MR. SCHAUER: We will be back</p> <p>15 on Zoom at 9:30.</p> <p>16 MS. ACEY: All right, thank</p> <p>17 you.</p> <p>18 (Brief recess from 9:16 to</p> <p>19 9:30.)</p> <p>20 MS. ACEY: All right. I am so</p> <p>21 sorry, but could you remind me again of</p> <p>22 the pronunciation of your name?</p> <p>23 THE WITNESS: Rensel.</p> <p>24 MS. ACEY: Rensel, all right.</p>	<p style="text-align: right;">Page 11</p> <p>1 offensive, or anything like that.</p> <p>2 But, would you normally describe</p> <p>3 yourself as forgetful?</p> <p>4 A. No.</p> <p>5 Q. Are you currently employed?</p> <p>6 A. Yes.</p> <p>7 Q. What is your current role?</p> <p>8 A. Would you be more specific?</p> <p>9 Q. What is your current title?</p> <p>10 A. Director of Operations.</p> <p>11 Q. Who is your employer?</p> <p>12 A. The Spearhead Group.</p> <p>13 Q. How many years of experience do you</p> <p>14 have in Human Resources?</p> <p>15 A. I will need a second to count.</p> <p>16 MR. SCHAUER: Off the record.</p> <p>17 (Discussion held off the</p> <p>18 record.)</p> <p>19 MR. SCHAUER: Back on.</p> <p>20 THE WITNESS: 40 years.</p> <p>21 BY MS ACEY:</p> <p>22 Q. Do you have a degree? Do you have a</p> <p>23 Bachelor's Degree or a Graduate Degree?</p> <p>24 A. Could you clarify that question?</p>
<p style="text-align: right;">Page 10</p> <p>1 BY MS. ACEY:</p> <p>2 Q. What was your role at Induct EV?</p> <p>3 A. Could you put a timeframe to that</p> <p>4 question?</p> <p>5 Q. What was your initial role at Induct</p> <p>6 EV?</p> <p>7 A. HR Director.</p> <p>8 Q. What was your final role at Induct EV?</p> <p>9 A. I don't recall my title when I left.</p> <p>10 Q. DO YOU recall any changes to your</p> <p>11 title?</p> <p>12 A. There were changes to my title.</p> <p>13 Q. Which changes do you recall?</p> <p>14 A. I was hired as the HR Director. My</p> <p>15 title changed a few times.</p> <p>16 Q. What did your title change to?</p> <p>17 A. I honestly don't recall. I --</p> <p>18 Q. Would you describe -- oh, I'm sorry.</p> <p>19 A. I am trying to remember. I had several</p> <p>20 titles while I was there; I don't recall.</p> <p>21 Q. Would you normally describe yourself --</p> <p>22 just, actually, before I ask this question, I</p> <p>23 just want to be clear that it is meant</p> <p>24 objectively, and not necessarily to be</p>	<p style="text-align: right;">Page 12</p> <p>1 Q. Sure. Have you completed any higher</p> <p>2 education?</p> <p>3 A. Yes.</p> <p>4 Q. What higher education have you</p> <p>5 completed?</p> <p>6 A. I have a Bachelor's Degree.</p> <p>7 Q. What was your Bachelor's Degree in?</p> <p>8 A. Bachelor of Science in Business</p> <p>9 Administration with a concentration in</p> <p>10 Personnel and Labor Relations.</p> <p>11 Q. Do you have any other qualifications,</p> <p>12 aside from your experience in your Bachelor's</p> <p>13 Degree for Human Resources?</p> <p>14 A. Yes.</p> <p>15 Q. What are those qualifications?</p> <p>16 A. I am certified as a Master Trainer by</p> <p>17 the Zenger-Miller Corporation as a trainer and</p> <p>18 a certified trainer.</p> <p>19 I have taught Human Resources classes</p> <p>20 at Welling College, Community College, DCC,</p> <p>21 and Rowan College of Burlington County for 20</p> <p>22 years.</p> <p>23 And I've served in the role of Human</p> <p>24 Resources Director for most of my career.</p>

<p style="text-align: right;">Page 13</p> <p>1 Q. Have you ever accepted a job offer 2 without receiving it in writing? 3 MR. SCHAUER: Objection. If 4 you can answer, go ahead. 5 I apologize. The objection is 6 for the record, but please answer the 7 question. 8 THE WITNESS: Yes, yes. 9 BY MS. ACEY: 10 Q. Have you ever entered a Multi-Term 11 Agreement without reviewing it in writing? 12 MR. SCHAUER: Objection. Go 13 ahead. 14 THE WITNESS: I don't 15 understand the question. 16 BY MS. ACEY: 17 Q. Okay. For the purpose of this 18 deposition, a Multi-Term Agreement would be 19 defined as a binding legal agreement that 20 involves multiple terms, such as monetary 21 terms, timing of performance, things of that 22 nature? 23 A. So, could you repeat the question. 24 Q. Yes. Have you ever -- actually, I'll</p>	<p style="text-align: right;">Page 15</p> <p>1 Q. Do you have any questions about my 2 example? 3 A. I understand your example. 4 Q. Have you orally, or in writing, made 5 any multi-term agreements without reviewing 6 those agreements in writing? 7 MR. SCHAUER: Objection. Go 8 ahead. 9 THE WITNESS: Well, I can't 10 answer your question because you're 11 asking if I orally, or in writing, ever 12 did something that I didn't see in 13 writing. So I can't answer that 14 question. 15 BY MS. ACEY: 16 Q. So are you stating that you can't make 17 -- to clarify: Are you saying that you can't 18 make a written agreement to an agreement that 19 you can't see in writing? Is that what you're 20 saying? 21 MR. SCHAUER: Objection. 22 THE WITNESS: I can't answer 23 the question the way it's being asked. 24 MS. ACEY: Thank you.</p>
<p style="text-align: right;">Page 14</p> <p>1 rephrase the question partially. 2 Have you ever, through your signature, 3 executed a Multi-Term Agreement without 4 receiving it in writing? 5 A. I don't understand the question. 6 Q. Have you ever made any multi-term 7 agreement without seeing it in writing? 8 MR. SCHAUER: Objection. 9 THE WITNESS: I'm really sorry, 10 that question is so vague. I can't 11 answer the question. 12 BY MS. ACEY: 13 Q. All right. Again, for the purposes of 14 this deposition, a Multi-Term Agreement is 15 defined as a binding legal agreement. This 16 time I would state whether oral or written, 17 that involves multiple terms. A term being 18 exemplified as a monetary amount associated, 19 like, if you say: We agree to provide this 20 product for the amount of \$50 at the time of 21 April 12th, 2021. 22 Does this definition and example make 23 sense to you? 24 A. I understand the term.</p>	<p style="text-align: right;">Page 16</p> <p>1 BY MS. ACEY: 2 Q. Did you attend the mediation virtually? 3 A. Yes. 4 MS. ACEY: Okay. I don't have 5 any further question. 6 Attorney Schauer, is there 7 anything that you want to ask? 8 MR. SCHAUER: Yes, I have a few 9 questions, if I may. 10 BY MR. SCHAUER: 11 Q. Can you please describe what your 12 role -- r-o-l-e, I know I don't pronounce that 13 well -- was in attending the mediation between 14 Momentum and Ms. Acey? 15 A. At the time of the mediation, I was the 16 HR director, and I was asked to attend. 17 Q. Were there others there who, if you 18 will, were the primary spokesperson or leads 19 spokesperson for Momentum for purposes of the 20 mediation? 21 A. Others -- yes. Others were 22 spokespeople, yes. 23 Q. And, who was that? 24 A. May Mon, the attorney. I do not recall</p>

<p style="text-align: right;">Page 17</p> <p>1 if anyone else spoke.</p> <p>2 Q. When you say anyone else, do you mean</p> <p>3 anyone else on behalf of Momentum?</p> <p>4 A. Oh, yes, correct. On behalf of</p> <p>5 Momentum, I do not recall if anyone else</p> <p>6 spoke.</p> <p>7 MR. SCHAUER: Give me second,</p> <p>8 please.</p> <p>9 I am going to share a document</p> <p>10 here, and I am going to refer to it as</p> <p>11 document PR-1, as in Patti Rensel-1.</p> <p>12 (Document marked PR Exhibit No.</p> <p>13 1 for identification.)</p> <p>14 MR. SCHAUER: Ms. Acey, you saw</p> <p>15 this document yesterday; it's been</p> <p>16 produced in discovery. It was used as</p> <p>17 an exhibit in a deposition, as here.</p> <p>18 MS. ACEY: Yes. I just want to</p> <p>19 clarify, Attorney Schauer, my last --</p> <p>20 well, now, my maiden name. My maiden</p> <p>21 name is pronounced Acey.</p> <p>22 MR. SCHAUER: I'm sorry.</p> <p>23 Okay, I'll do my best.</p> <p>24 Thank you.</p>	<p style="text-align: right;">Page 19</p> <p>1 respect to whether, in fact, there was an</p> <p>2 agreement made to that Ms. Acey would resign</p> <p>3 and dismiss claims and that in return there</p> <p>4 would be a payment of \$50,000 from Momentum</p> <p>5 Dynamics Corp.</p> <p>6 Do you have a recollection of such an</p> <p>7 agreement at the mediation?</p> <p>8 A. Yes.</p> <p>9 Q. Do you have a recollection of whether</p> <p>10 Ms. Acey agreed to those terms in the course</p> <p>11 of that mediation?</p> <p>12 A. My recollection is that, yes, she</p> <p>13 agreed to those terms in the mediation.</p> <p>14 Q. Let's move further down on this exhibit</p> <p>15 PR-1. I apologize, there's no page number on</p> <p>16 the exhibit by in the lower right-hand corner,</p> <p>17 there's a series of numbers ending in 51, so</p> <p>18 we will go with that.</p> <p>19 This is an e-mail from May Mon Post.</p> <p>20 It says it was on September 27th, 2022 at</p> <p>21 14:10, and it appears to set forth terms</p> <p>22 agreed upon.</p> <p>23 So let's look at the paragraph at the</p> <p>24 bottom of the page I just described. It says:</p>
<p style="text-align: right;">Page 18</p> <p>1 BY MR. SCHAUER:</p> <p>2 Q. Okay. I will refer to this document as</p> <p>3 Exhibit PR-1, and the first page of the</p> <p>4 document appears to be an e-mail from Ms. Acey</p> <p>5 to May Mon Post, yourself, and some others</p> <p>6 from Tuesday, September 27th.</p> <p>7 Do you see that at the top of the first</p> <p>8 page?</p> <p>9 A. Yes.</p> <p>10 Q. Can everybody see my cursor?</p> <p>11 A. Yes, I can.</p> <p>12 MS. ACEY: I can see it.</p> <p>13 MR. SCHAUER: Thank you.</p> <p>14 BY MR. SCHAUER:</p> <p>15 Q. And here at about the fifth line down</p> <p>16 on the first page of this PR-1, there is a</p> <p>17 statement: In mediation, I did agree to a</p> <p>18 verbal agreement at which I would resign and</p> <p>19 dismiss existing claims (prior to Sep 19) in</p> <p>20 return for a settlement amount of 50,000 from</p> <p>21 Momentum Dynamics Corp.</p> <p>22 Do you see that sentence?</p> <p>23 A. I do.</p> <p>24 Q. Do you have any recollection with</p>	<p style="text-align: right;">Page 20</p> <p>1 You agreed to resign from employment with</p> <p>2 Momentum effective immediately September 19th,</p> <p>3 2022.</p> <p>4 Do you recall whether that topic was</p> <p>5 discussed and/or agreed upon at the mediation</p> <p>6 with Ms. Acey?</p> <p>7 A. Yes.</p> <p>8 Q. And, was it?</p> <p>9 A. It was discussed.</p> <p>10 Q. Was it agreed upon by Ms. Acey?</p> <p>11 A. Yes.</p> <p>12 Q. The next part of that sentence says:</p> <p>13 Further agreed to provide -- this is Ms.</p> <p>14 Acey -- you further agreed to provide Momentum</p> <p>15 with the said resignation letter on or before</p> <p>16 September 23, 2022.</p> <p>17 Do you recall discussions involving</p> <p>18 Ms. Acey and Ms. Post regarding a resignation</p> <p>19 letter on or before Sept 23, 2022 from</p> <p>20 Momentum?</p> <p>21 A. I recall the agreement for the</p> <p>22 resignation letter; I do not recall the date</p> <p>23 that we -- this September 23rd, I don't recall</p> <p>24 if that was discussed.</p>

<p style="text-align: right;">Page 21</p> <p>1 Q. Thank you. There is also a provision 2 in the communication from May Mon Post. It 3 says you, and that would be Ms. Acey, agreed 4 to provide Momentum with a verification form 5 from a medical provider on or before 6 September 23, 2022, returning you to return to 7 work on full duty with or without 8 restrictions. 9 Do you recall that term being discussed 10 in the mediation involving Ms. Acey and 11 Momentum? 12 A. I recall the discussion; I recall the 13 agreement. I do not recall the date of 14 September 23rd being discussed. 15 Q. And, when you say "discussed," was that 16 a discussion involving Ms. Acey and I guess 17 Ms. Post? 18 A. Yes. I recall the discussion about the 19 verification form for medical provider. I 20 recall the agreement of the medical provider. 21 Q. So the next statement in this e-mail 22 from May Mon Post says: You, that would be 23 Ms. Acey, agreed to a general release, 24 non-disparagement and confidentially, and</p>	<p style="text-align: right;">Page 23</p> <p>1 and Momentum? 2 A. I do recall that, yes. 3 Q. Do you have any specific recollection 4 as to the discussion around the neutral 5 reference? 6 A. I just recall it coming up in 7 discussion, that there was some discussion 8 about neutral reference. I don't recall the 9 details of the rest of it. 10 Q. Do you have a recollection as to 11 whether Ms. Acey agreed and concluded in this 12 resolution? 13 A. I don't recall if she asked. 14 Q. Okay. The next line says that in 15 exchange for the above within 30 days of the 16 execution of the Settlement Agreement by you, 17 meaning Ms. Acey, Momentum agreed to pay the 18 settlement proceeds in the total amount of 19 \$50,000 less deductions? 20 Do you recall discussion of that term, 21 meaning payment of the \$50,000? 22 A. I recall the amount of \$50,000 being 23 discussed. I do not recall the 30-day 24 execution of the settlement agreement. I just</p>
<p style="text-align: right;">Page 22</p> <p>1 Momentum agreed to provide neutral reference. 2 Do you remember that particular set of 3 terms having been discussed at the mediation 4 with Ms. Acey? 5 A. Can you divide the question into 6 specifics on that sentence because some of 7 that, there are parts of that, that I can say 8 I remember, and parts that I don't. 9 Q. Okay. Do you recall discussion 10 regarding a general release at the mediation 11 between Ms. Acey and Momentum? 12 A. I do not recall. 13 Q. Do you recall discussions regarding a 14 non-disparagement -- I'm going to say a 15 clause -- in the mediation involving Ms. Acey 16 and Momentum? 17 A. I don't recall. 18 Q. Do you recall discussions regarding a 19 confidentiality clause in the Mediation 20 between Ms. Acey and Momentum? 21 A. I don't recall. 22 Q. Do you recall discussions regarding 23 Momentum providing Ms. Acey with a neutral 24 reference at the mediation between Ms. Acey</p>	<p style="text-align: right;">Page 24</p> <p>1 don't remember that detail. 2 Q. Were you involved in any way with 3 preparation of a settlement agreement or a 4 draft of a settlement agreement be provided to 5 Ms. Acey following? 6 A. I wasn't involved in the preparation. 7 Q. Do you know who prepared that as you 8 sit here today? 9 A. Legal counsel. I don't remember which 10 legal counsel, but legal counsel. 11 MR. SCHAUER: I don't have any 12 other questions. 13 MS. ACEY: I just want to 14 circle back with some additional 15 questions. It's really just a few 16 questions. 17 BY MS. ACEY: 18 Q. Ms. Rensel, do you recall any specific 19 wording or anything said by me to convey my 20 agreement during mediation? 21 A. I do not. 22 Q. Do you work from home? 23 MR. SCHAUER: Now? 24 BY MS. ACEY:</p>

<p style="text-align: right;">Page 25</p> <p>1 Q. Do you currently work from home?</p> <p>2 A. No -- that's a really hard question to</p> <p>3 answer. Could you be more specific?</p> <p>4 Q. Okay. Do you usually now work from</p> <p>5 home or report to a physical office?</p> <p>6 A. I do not normally work from home.</p> <p>7 Q. All right. What is the city and state</p> <p>8 of the office that you work in?</p> <p>9 THE WITNESS: Do I have to</p> <p>10 answer that question?</p> <p>11 MR. SCHAUER: Go ahead, yes.</p> <p>12 There is no objection, and you</p> <p>13 haven't been directed not to, so yes.</p> <p>14 THE WITNESS: Okay. So,</p> <p>15 rephrase the question.</p> <p>16 MS. ACEY: Sure.</p> <p>17 BY MS. ACEY:</p> <p>18 Q. What is the city and state of the</p> <p>19 office that you work in?</p> <p>20 A. Yardley, Pennsylvania.</p> <p>21 MS. ACEY: Thank you. No</p> <p>22 further questions.</p> <p>23 THE WITNESS: May I clarify a</p> <p>24 question that I couldn't remember the</p>	<p style="text-align: right;">Page 27</p> <p>1 conclude this deposition.</p> <p>2 MR. SCHAUER: Actually, Ms.</p> <p>3 Rensel, you are discharged, I guess is</p> <p>4 the word; is that fair to say?</p> <p>5 THE WITNESS: Thank you.</p> <p>6 MR. SCHAUER: You're welcome.</p> <p>7 - - -</p> <p>8 (Witness excused.)</p> <p>9 (Deposition concluded at 10:00</p> <p>10 a.m.)</p> <p>11 MR. SCHAUER: Donna, do you</p> <p>12 want me to e-mail you the exhibits that</p> <p>13 have been referred to?</p> <p>14 THE REPORTER: Yes, and do you</p> <p>15 want a copy of the transcript?</p> <p>16 MR. SCHAUER: Yes, please.</p> <p>17 MS. ACEY: And, I want a copy</p> <p>18 of the transcript.</p> <p>19 THE REPORTER: Okay. And, the</p> <p>20 read and sign, I will send to you, Mr.</p> <p>21 Schauer, to forward to Ms. Rensel.</p> <p>22 MR. SCHAUER: That's fine.</p> <p>23 THE REPORTER: All right, have</p> <p>24 a good day.</p>
<p style="text-align: right;">Page 26</p> <p>1 answer to?</p> <p>2 MS. ACEY: Sure.</p> <p>3 THE WITNESS: So you asked a</p> <p>4 question about my titles when I was at</p> <p>5 Momentum. My title changed a lot. I</p> <p>6 was hired as the HR Director. I was</p> <p>7 promoted to another position -- I don't</p> <p>8 remember what they called me at that</p> <p>9 time. Then, I was the Chief People</p> <p>10 Officer. And then my job title changed</p> <p>11 again, after I was Chief People</p> <p>12 Officer, very briefly to something else</p> <p>13 before I left.</p> <p>14 So, to your question, at one</p> <p>15 point I was called the Chief People</p> <p>16 Officer. I may have had other titles</p> <p>17 while I was there.</p> <p>18 MS. ACEY: Thank you very much.</p> <p>19 THE WITNESS: Of course.</p> <p>20 MR. SCHAUER: I have no further</p> <p>21 questions.</p> <p>22 Are you done with questions,</p> <p>23 Ms. Acey?</p> <p>24 MS. ACEY: Yes, I think we can</p>	<p style="text-align: right;">Page 28</p> <p>1</p> <p>2 I N D E X.</p> <p>3 Witness: Page</p> <p>4 PATTI RENSEL</p> <p>5 By Ms. Acey.....3, 24</p> <p>6 By Mr. Schauer.....16</p> <p>7</p> <p>8</p> <p>9</p> <p>10 E X H I B I T S</p> <p>11 NO. DESCRIPTION PAGE</p> <p>12 PR-1 E-mails from September, 2022 17</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17 - - -</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p>

1 CERTIFICATE

2
3 I HEREBY CERTIFY that the proceedings,
4 evidence and objections are contained fully
5 and accurately in the stenographic notes taken
6 by me upon the deposition of PATTI RENSEL,
7 taken on Thursday, March 28, 2024, via web
8 conference connection and subject to the
9 clarity and completeness of the computer
10 transmission, and that this is a true and
11 correct transcript of same.

12
13
14
15 DONNA HUNTER,
16 Registered Professional Reporter
and Notary Public
17
18

19 (The foregoing certification of this
20 transcript does not apply to any reproduction
21 of the same by any means, unless under the
22 direct control and/or supervision of the
23 certifying reporter.)
24

	14:18,20;18:20; 23:18,22	4:15,15,23;5:2,9; 9:3;13:4;16:11; 18:10,11,12;22:5,7; 26:24	3:14;4:8;8:9	describe (4) 10:18,21;11:2; 16:11
\$	and/or (1) 20:5	care (1) 9:9	considered (1) 6:16	described (1) 19:24
\$50 (1) 14:20	anticipate (1) 9:9	career (1) 12:24	conversations (2) 6:6,8	detail (1) 24:1
\$50,000 (4) 19:4;23:19,21,22	apologize (2) 13:5;19:15	case (2) 4:13;5:19	convey (1) 24:19	details (3) 7:11,16;23:9
A	appears (2) 18:4;19:21	certified (2) 12:16,18	conveyed (1) 8:7	Diana (2) 5:17;6:1
able (1) 4:2	April (1) 14:21	change (1) 10:16	copy (2) 27:15,17	difficult (1) 6:2
above (1) 23:15	around (1) 23:4	changed (3) 10:15;26:5,10	corner (1) 19:16	directed (1) 25:13
accepted (1) 13:1	aside (1) 12:12	changes (3) 10:10,12,13	Corp (2) 18:21;19:5	Director (6) 10:7,14;11:10; 12:24;16:16;26:6
ACEY (59) 3:12;4:16,18;5:3,4, 21,23;7:21;8:3;9:2, 11,16,20,24;10:1; 11:21;13:9,16;14:12; 15:15,24;16:1,4,14; 17:14,18,21;18:4,12; 19:2,10;20:6,10,14, 18:21;3,10,16,23; 22:4,11,15,20,23,24; 23:11,17;24:5,13,17, 24;25:16,17,21;26:2, 18,23,24;27:17	associated (1) 14:18	Chief (3) 26:9,11,15	Corporation (1) 12:17	discharged (1) 27:3
Actually (5) 4:16;7:2;10:22; 13:24;27:2	attend (4) 6:10,13;16:2,16	circle (1) 24:14	counsel (4) 5:7;24:9,10,10	discovery (1) 17:16
additional (1) 24:14	attended (1) 6:12	city (2) 25:7,18	count (1) 11:15	discussed (8) 20:5,9,24;21:9,14, 15;22:3;23:23
Administration (1) 12:9	attending (2) 6:22;16:13	claims (3) 5:24;18:19;19:3	County (1) 12:21	discussing (3) 5:13,16,24
again (3) 9:21;14:13;26:11	Attorney (3) 16:6,24;17:19	clarify (4) 11:24;15:17;17:19; 25:23	course (2) 19:10;26:19	Discussion (9) 11:17;21:12,16,18; 22:9;23:4,7,7,20
agree (2) 14:19;18:17	attorneys (2) 7:14;8:5	classes (1) 12:19	co-workers (1) 4:20	discussions (4) 20:17;22:13,18,22
agreed (14) 8:2;19:10,13,22; 20:1,5,10,13,14;21:3, 23;22:1;23:11,17	B	clause (2) 22:15,19	current (2) 11:7,9	dismiss (2) 18:19;19:3
agreement (29) 7:1,3,6,11,12,16, 19;8:5,9;13:11,18,19; 14:3,7,14,15;15:18, 18;18:18;19:2,7; 20:21;21:13,20; 23:16,24;24:3,4,20	Bachelor (1) 12:8	clear (1) 10:23	currently (2) 11:5;25:1	divide (1) 22:5
agreements (2) 15:5,6	Bachelor's (4) 11:23;12:6,7,12	College (3) 12:20,20,21	cursor (1) 18:10	document (6) 17:9,11,12,15;18:2, 4
ahead (5) 4:24;13:4,13;15:8; 25:11	back (3) 9:14;11:19;24:14	coming (1) 23:6	D	done (1) 26:22
Alexa (3) 7:15;8:11,20	behalf (4) 6:11,13;17:3,4	communicated (5) 8:10,15,17,18,20	date (3) 4:3;20:22;21:13	Donna (1) 27:11
allegation (1) 6:7	best (1) 17:23	communication (3) 4:19;8:24;21:2	dates (1) 3:24	down (2) 18:15;19:14
amenable (1) 3:10	binding (2) 13:19;14:15	Community (1) 12:20	day (1) 27:24	draft (1) 24:4
amount (5)	bottom (1) 19:24	compensation (1) 7:9	days (1) 23:15	During (7) 6:24;7:4,12,17;8:6, 11;24:20
	break (2) 9:2,13	complaint (7) 5:13,16,19;6:1,7,9, 14	DCC (1) 12:20	duty (1) 21:7
	Brief (1) 9:18	completed (2) 12:1,5	deductions (1) 23:19	Dynamics (2) 18:21;19:5
	briefly (1) 26:12	concentration (1) 12:9	defendant (7) 3:7;4:21;5:6,11,14; 6:11,14	E
	broad (1) 6:3	conclude (1) 27:1	defendant's (1) 6:22	earlier (1) 3:18
	Burlington (1) 12:21	concluded (2) 23:11;27:9	defined (2) 13:19;14:15	education (2) 12:2,4
	Business (1) 12:8	confidentiality (1) 22:19	definition (1) 14:22	EEOC (4) 6:1,7,9,14
	C	confidentially (1) 21:24	degree (6) 11:22,23,23;12:6,7, 13	
	called (2) 26:8,15	confirm (3)	deposition (8) 3:8,10;9:6;13:18; 14:14;17:17;27:1,9	
	can (14)			

effective (1) 20:2	final (1) 10:8		lower (1) 19:16	19:14
either (1) 8:10	fine (1) 27:22	I		much (1) 26:18
else (5) 17:1,2,3,5;26:12	first (3) 18:3,7,16	identification (1) 17:13	M	multiple (2) 13:20;14:17
e-mail (4) 18:4;19:19;21:21; 27:12	following (1) 24:5	immediately (1) 20:2	maiden (2) 17:20,20	Multi-Term (6) 13:10,18;14:3,6,14; 15:5
employed (3) 3:19,21;11:5	follows (1) 3:4	impression (1) 4:12	many (1) 11:13	
employees (1) 5:14	forgetful (1) 11:3	Induct (8) 3:19,22;4:3,6,20; 10:2,5,8	marked (1) 17:12	N
employer (1) 11:11	form (2) 21:4,19	initial (1) 10:5	Master (1) 12:16	name (4) 3:15;9:22;17:20,21
employment (6) 3:24;4:21;5:6,11; 7:9;20:1	forth (1) 19:21	initially (1) 9:7	May (11) 7:15;8:10,20;16:9, 24;18:5;19:19;21:2, 22;25:23;26:16	nature (1) 13:22
ending (1) 19:17	forward (1) 27:21	initiating (1) 6:5	mean (3) 8:16;9:6;17:2	necessarily (1) 10:24
entered (2) 7:4;13:10	full (1) 21:7	into (1) 22:5	meaning (2) 23:17,21	need (1) 11:15
EV (8) 3:19,22;4:3,6,20; 10:2,6,8	further (6) 16:5;19:14;20:13, 14;25:22;26:20	involved (2) 24:2,6	meant (1) 10:23	neutral (4) 22:1,23;23:4,8
everybody (1) 18:10	G	involves (2) 13:20;14:17	mediation (27) 6:11,12,20,22,24; 7:4,7,12,17;8:6,12; 16:2,13,15,20;18:17; 19:7,11,13;20:5; 21:10;22:3,10,15,19, 24;24:20	next (3) 20:12;21:21;23:14
examined (1) 3:3	general (2) 21:23;22:10	J	mediators (1) 8:24	non-disparagement (2) 21:24;22:14
example (3) 14:22;15:2,3	goal (1) 6:22	job (2) 13:1;26:10	medical (3) 21:5,19,20	normally (3) 10:21;11:2;25:6
exchange (2) 7:9;23:15	Good (2) 3:13;27:24	K	medication (2) 6:13,19	number (1) 19:15
excused (1) 27:8	Graduate (1) 11:23	kind (1) 7:2	minute (1) 9:3	numbers (1) 19:17
executed (1) 14:3	Group (1) 11:12	knowledge (2) 6:18,21	mispronouncing (1) 3:18	O
execution (2) 23:16,24	H	L	moment (1) 8:13	object (1) 4:23
exemplified (1) 14:18	hard (1) 25:2	Labor (1) 12:10	Momentum (19) 16:14,19;17:3,5; 18:21;19:4;20:2,14, 20;21:4,11;22:1,11, 16,20,23;23:1,17; 26:5	Objection (8) 4:14;13:3,5,12; 14:8;15:7,21;25:12
Exhibit (5) 17:12,17;18:3; 19:14,16	hearing (2) 5:10;6:24	last (1) 17:19	Mon (8) 7:15;8:11,21; 16:24;18:5;19:19; 21:2,22	objectively (1) 10:24
exhibits (1) 27:12	Heisler (3) 7:16;8:11,20	leads (1) 16:18	monetary (2) 13:20;14:18	Off (2) 11:16,17
existing (1) 18:19	held (1) 11:17	left (2) 10:9;26:13	month (3) 4:5,8,10	offensive (1) 11:1
experience (2) 11:13;12:12	higher (2) 12:1,4	legal (5) 13:19;14:15;24:9, 10,10	more (3) 6:4;11:8;25:3	offer (1) 13:1
F	hired (2) 10:14;26:6	less (1) 23:19	morning (1) 3:13	office (3) 25:5,8,19
fact (1) 19:1	home (4) 24:22;25:1,5,6	letter (3) 20:15,19,22	most (1) 12:24	Officer (3) 26:10,12,16
fair (1) 27:4	honestly (1) 10:17	line (2) 18:15;23:14	move (1)	one (2) 8:13;26:14
few (3) 10:15;16:8;24:15	hour-and-a-half (1) 9:8	look (1) 19:23		only (2) 4:9;8:24
fifth (1) 18:15	HR (4) 10:7,14;16:16;26:6	lot (1) 26:5		Operations (1) 11:10
filed (1) 5:19	Human (4) 11:14;12:13,19,23			oral (2) 8:8;14:16
				orally (6) 8:10,16,18,20;15:4, 11
				others (4)

16:17,21,21;18:5 otherwise (1) 3:10 outside (1) 5:6	16:18 prior (1) 18:19 proceeds (1) 23:18 produced (1) 17:16 product (1) 14:20 projected (1) 9:7 promoted (1) 26:7 pronounce (2) 3:14;16:12 pronounced (1) 17:21 pronunciation (1) 9:22 provide (5) 14:19;20:13,14; 21:4;22:1 provided (1) 24:4 provider (3) 21:5,19,20 providing (1) 22:23 provision (1) 21:1 purpose (1) 13:17 purposes (3) 3:8;14:13;16:19 put (1) 10:3	recess (1) 9:18 recollection (6) 18:24;19:6,9,12; 23:3,10 reconvene (1) 9:4 record (3) 11:16,18;13:6 refer (2) 17:10;18:2 reference (4) 22:1,24;23:5,8 referred (1) 27:13 referring (1) 5:18 regarding (5) 20:18;22:10,13,18, 22 Relations (1) 12:10 relaying (1) 7:10 release (2) 21:23;22:10 remember (7) 10:19;22:2,8;24:1, 9;25:24;26:8 remind (1) 9:21 remotely (1) 3:3 RENSEL (9) 3:2,13,16,17;9:23, 24;24:18;27:3,21 Rensel-1 (1) 17:11 repeat (2) 3:20;13:23 rephrase (4) 5:2,9;14:1;25:15 report (1) 25:5 REPORTER (3) 27:14,19,23 representing (1) 3:6 requested (1) 6:20 resign (4) 7:8;18:18;19:2; 20:1 resignation (3) 20:15,18,22 resolution (1) 23:12 Resources (4) 11:14;12:13,19,24 respect (1) 19:1 rest (1) 23:9	restart (1) 8:8 restrictions (1) 21:8 retry (1) 4:17 return (3) 18:20;19:3;21:6 returning (1) 21:6 reviewing (2) 13:11;15:5 right (7) 3:17;9:16,20,24; 14:13;25:7;27:23 right-hand (1) 19:16 role (6) 10:2,5,8;11:7; 12:23;16:12 r-o-l-e (1) 16:12 Rowan (1) 12:21	served (1) 12:23 set (2) 19:21;22:2 settle (1) 6:14 settlement (6) 18:20;23:16,18,24; 24:3,4 several (1) 10:19 share (1) 17:9 sign (1) 27:20 signature (1) 14:2 signing (1) 3:9 sit (1) 24:8 sorry (6) 3:17;7:23;9:21; 10:18;14:9;17:22 speaking (1) 7:11 Spearhead (1) 11:12 specific (6) 6:4,8;11:8;23:3; 24:18;25:3 specifics (1) 22:6 spoke (2) 17:1,6 spoken (1) 5:5 spokespeople (1) 16:22 spokesperson (2) 16:18,19 started (1) 4:13 state (3) 14:16;25:7,18 stated (1) 7:24 statement (2) 18:17;21:21 stating (3) 7:1,16;15:16 still (2) 9:8,12 stipulations (1) 3:11 stopped (2) 4:3,6 strike (1) 7:2 Sure (6) 3:21;5:3;9:6;12:1; 25:16;26:2 sworn (1)
P			S	
page (5) 18:3,8,16;19:15,24 paragraph (1) 19:23 part (1) 20:12 partially (1) 14:1 participating (1) 6:6 particular (1) 22:2 parts (2) 22:7,8 PATTI (3) 3:2,16;17:11 pay (1) 23:17 payment (2) 19:4;23:21 Pennsylvania (1) 25:20 People (3) 26:9,11,15 performance (1) 13:21 Personnel (1) 12:10 physical (1) 25:5 please (4) 13:6;16:11;17:8; 27:16 point (1) 26:15 position (1) 26:7 Post (9) 7:15;8:11,21;18:5; 19:19;20:18;21:2,17, 22 PR (1) 17:12 PR-1 (4) 17:11;18:3,16; 19:15 preparation (2) 24:3,6 prepared (1) 24:7 present (2) 7:15;8:6 presented (1) 8:1 primary (1)	Q	R	saw (1) 17:14 saying (2) 15:17,20 SCHAUER (35) 3:6;4:14,22;5:18; 7:18,22;9:5,14;11:16, 19;13:3,12;14:8;15:7, 21;16:6,8,10;17:7,14, 19,22;18:1,13,14; 24:11,23;25:11; 26:20;27:2,6,11,16, 21,22 schedule (1) 9:12 Science (1) 12:8 second (2) 11:15;17:7 seeing (1) 14:7 send (1) 27:20 sense (1) 14:23 sentence (3) 18:22;20:12;22:6 Sep (1) 18:19 Sept (1) 20:19 September (7) 18:6;19:20;20:2, 16,23;21:6,14 series (1) 19:17	

3:3	verbalized (1) 8:5	12:17 Zoom (1) 9:15	9:18 9:30 (4) 9:4,13,15,19	
T	verbally (1) 8:15			
taught (1) 12:19	verification (2) 21:4,19	1		
term (4) 14:17,24;21:9; 23:20	virtually (1) 16:2	1 (1) 17:13		
terms (7) 13:20,21;14:17; 19:10,13,21;22:3	W	10 (1) 9:3		
testified (2) 3:4;7:20	waive (1) 3:9	10:00 (1) 27:9		
timeframe (1) 10:3	way (4) 3:14;5:8;15:23; 24:2	12th (1) 14:21		
times (1) 10:15	welcome (1) 27:6	14:10 (1) 19:21		
timing (1) 13:21	Welling (1) 12:20	15 (1) 9:3		
title (8) 10:9,11,12,15,16; 11:9;26:5,10	Wilmes (2) 5:17;6:1	19 (1) 18:19		
titles (3) 10:20;26:4,16	within (1) 23:15	19th (1) 20:2		
today (1) 24:8	without (6) 13:2,11;14:3,7; 15:5;21:7	2		
top (1) 18:7	witness (18) 3:7;5:1;7:19,24; 9:23;11:20;13:8,14; 14:9;15:9,22;25:9,14, 23;26:3,19;27:5,8	20 (1) 12:21		
topic (1) 20:4	word (1) 27:4	2021 (1) 14:21		
total (1) 23:18	wording (1) 24:19	2022 (5) 19:20;20:3,16,19; 21:6		
Trainer (3) 12:16,17,18	words (1) 8:7	2023 (1) 4:7		
transcript (2) 27:15,18	work (7) 21:7;24:22;25:1,4, 6,8,19	23 (3) 20:16,19;21:6		
trying (1) 10:19	working (2) 4:3,6	23rd (2) 20:23;21:14		
Tuesday (1) 18:6	writing (9) 13:2,11;14:4,7; 15:4,6,11,13,19	27th (2) 18:6;19:20		
U	written (2) 14:16;15:18	3		
Understood (1) 4:2	Y	30 (1) 23:15		
up (1) 23:6	Yardley (1) 25:20	30-day (1) 23:23		
upon (3) 19:22;20:5,10	year (4) 4:5,7,9,11	4		
used (1) 17:16	years (3) 11:13,20;12:22	40 (1) 11:20		
usual (1) 3:11	yesterday (1) 17:15	5		
usually (1) 25:4	Z	50,000 (1) 18:20		
V	Zenger-Miller (1)	51 (1) 19:17		
vague (1) 14:10		9		
verbal (4) 7:3,6;8:16;18:18		9:16 (1)		

9. Ex. 6. 09-20-2022 Therapy Visit Note

Morning after Mediation_Redacted

SOHOMD

Soho Medical Doctors, PLLC

Patient: Assata Acey

DOB: [REDACTED]

Sex: F

Provider: Chantele Mallory, LCSW

Visit: 09/20/2022 10:00AM

Chart: ACAS000002

Therapy Type: supportive, interpersonal

Focus: mood, stressors

Session Note: Patient spoke about recent mediation with job and feeling physically drained. Provider supported patient with exploring emotion related to mediation. Patient seemed to struggle with identification of any feelings of relief due to an unclear resolution. Patient supported with increasing awareness to successes throughout the process and effort placed with self-advocacy.

Patient also reports being placed on a new medication to manage flare-ups related to medical condition. Patient recognizes an increase in flare-ups when managing stressful situations and recognizes the past few months have been a challenge. Patient was reflective of traumatic experiences and how this impacts her current relationships, specifically a desire to be protective in certain situations. Patient also recognizes a pattern of avoiding issues that involve feelings of sexual abuse and discomfort, referring to most recent concern with medical profession. Provider offered validation and supported patient with body's desire to protect from traumatic experiences. Patient was receptive to exploring these feelings further over the course of treatment. Patient and provider discussed strategies to limit stress within the next week.

Plan: Patient will engage in strategies to engage in self care and minimize stress. Next session scheduled for 9/27 at 10am.

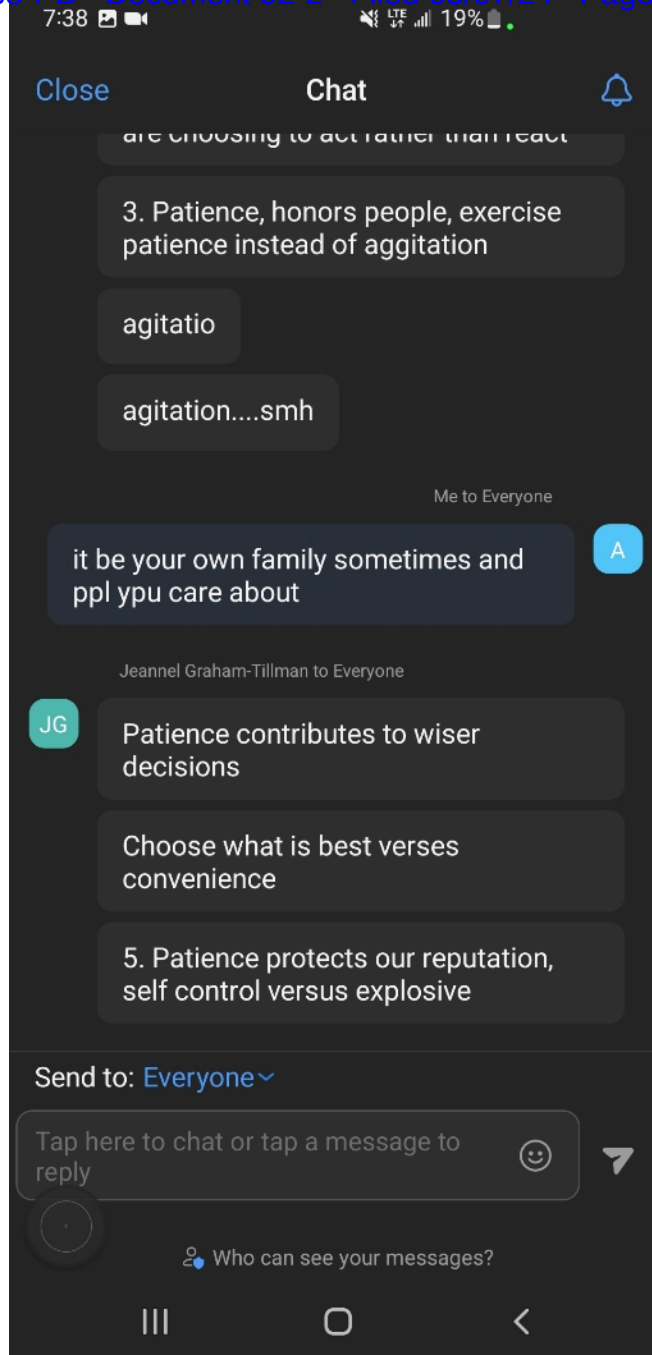
Therapy time spent with patient: 57 minutes

Chief Complaint: Major Depressive Disorder and Anxiety

Assessment:

Type	Code	Description
ICD-10-CM Condition	F33.0	Major depressive disorder, recurrent, mild
ICD-10-CM Condition	F41.1	Generalized anxiety disorder

10. Ex. 7. 09-20-2022 Text Messages from
Myself to Joren Wendschuh Disclosing
Mediation Conditions



[Download](#)

Sent	09/20/2022 8:17:50 PM	Joren(boss) (+1203300399 0)	Done interrupted the concurrent zoom chat family is anmoying
Received	09/20/2022 8:19:54 PM	Joren(boss) (+1203300399 0)	Loll
Sent	09/20/2022 8:26:49 PM	Joren(boss) (+1203300399 0)	Resignation process is as follows. I have to get a letter from my doctor certifying that I can work it's okay if I need accommodations. I have to send that to the new head of HR. The special lawyer they hired has to send me their settlement draft based off of the key things that we negotiated. I have to have that draft reviewed by a lawyer based off of the additional confidentiality terms that she might tag on. If everything checks out it would be signed. If not it would be thrown out and I would just go to investigation cuz I'm not dealing with those people.
Sent	09/20/2022 8:27:42 PM	Joren(boss) (+1203300399 0)	After it was signed, I would have to you know resign. I'm assuming they would comp my vacation days. Unsure if I'd have to mail my laptop in.
Sent	09/20/2022 8:28:07 PM	Joren(boss) (+1203300399 0)	So yeah until my doctor updates the note and Patty acknowledges it and I get a lawyer to review the new contract and stuff I wouldn't actually be resigned.

11. Ex. 8. 10-04-2022 Therapy Visit Note Week
after Termination_Redacted



Soho Medical Doctors, PLLC

Patient: Assata Acey

DOB: [REDACTED]

Sex: F

Provider: Chantele Mallory, LCSW

Visit: 10/04/2022 10:00AM

Chart: ACAS000002

Therapy Type: supportive, interpersonal

Focus: mood, stressors

Session Note: Patient reports focusing a lot of attention on her home and continuing to follow up with medical issues. Patient reports feeling more frustrated recently due to becoming easily tired although she has a desire to remain active. Patient spoke about impacts on her autonomic nervous system. Provider supported patient with awareness to stress and impacts on the body. Patient reports being wrongfully terminated and was allotted space to express feelings related to events. Patient appears to lack insight to body's response when discussing stressful events. Provider supported patient with awareness to body's changes while speaking about events. Provider and patient also explored her health conditions seeming to increase as her external stressors have increased.

Patient reports also being really reflective of the outcome she wants from her current mediation, since monetary compensation has not been a motivation. Provider supported with labeling emotions about patient's awareness to desirable outcomes and prioritizing health.

Plan: Patient will engage in strategies to engage in self care and minimize stress. Next session scheduled for 10/6 at 12pm.

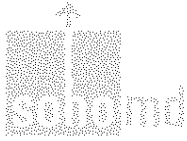
Therapy time spent with patient: 57 minutes

Chief Complaint: Major Depressive Disorder and Anxiety

Assessment:

Type	Code	Description
ICD-10-CM Condition	F33.0	Major depressive disorder, recurrent, mild
ICD-10-CM Condition	F41.1	Generalized anxiety disorder

12. Ex. 9. 09-26-2023 Therapy Visit During Litigation



Soho Medical Doctors, PLLC

Patient: Assata Acey

Provider: Chantele Mallory, LCSW



Visit: 09/26/2023 10:00AM

Sex: F

Chart: ACAS000002

Patient will increase use of self affirmations on a daily basis to manage stress related to medical condition.
Patient has utilized religious/ spiritual practices to recognize locus of control/ reduce worry.
Status: in progress

Monitoring: Relationships, anxiety, mood, stressors, coping skills, communication

Barriers to Progress: None

Intervention:

Therapy Type: supportive, insight oriented

Focus: mood, stressors

Session Note: Patient joined session late due to tending to personal phone call. Patient reports feeling busy with family life but also excited about upcoming wedding. Patient provided update on medical conditions and experiencing increased nausea. Patient's PCP attributes to stress opposed to medical concerns. Patient expressed awareness to increased intrusive thoughts and feelings of hopelessness when working on legal case "it's really impacting my mental health." Provider encouraged exploration of triggers and offered psychoeducation regarding typical responses to stressors. Provider shared feedback regarding patient's response appearing aligned to PTSD and trauma reactions. Provider and patient engaged in techniques during session for emotional regulation and reducing physiological distress. Patient and provider also discussed use of emergency resources and supports if patient has an increase in intrusive thoughts or SI. Patient currently denies SI or plan and also has communicated feelings with partner. Patient has also received emotional support from grandmother.

Provider will revisit intrusive thoughts at next session and complete safety plan if warranted. Provider concluded session with words of encouragement for patient's wedding this weekend.

Plan: Next session scheduled for 10/3/23 at 10am.

Therapy time spent with patient: 49 minutes

13. Ex. 10. 04-15-2024 PCP Visit Note

Regarding Depression Medication_Redacted

Name: Assata Acey | [REDACTED] | PCP: Jennifer L. Flom, DO

Progress Notes

Jennifer L. Flom at 4/15/2024 9:40 AM

Main Line HealthCare - Medicine For Women

Subjective:

Assata Acey is a 26 y.o. female presenting with the chief complaint of:

Chief Complaint

Patient presents with

- Follow-up

Chronic medical conditions include:

Patient Active Problem List

Diagnosis

- Nonintractable episodic headache
- Irregular periods
- Attention deficit hyperactivity disorder (ADHD), combined type
- Anxiety
- Recurrent major depressive disorder, in remission (CMS/HCC)
- Auditory processing disorder
- Dizziness
- Lymphadenopathy
- Shortness of breath
- Rathke's cleft cyst (CMS/HCC)
- Mild intermittent asthma without complication
- Elevated testosterone level
- POTS (postural orthostatic tachycardia syndrome)
- Family history of breast cancer
- Dysmenorrhea
- Recurrent pregnancy loss
- Autism
- Chalazion
- Abnormal cortisol level
- Enlarged pituitary gland (CMS/HCC)

HPI:

Pt presents for f/u

She is not doing well today

She wants to establish w/ a therapist

She is interested to delve into how the PTSD/anxiety/depression all integrate together.

She is in an acute depressive episode now. Usually lasts 4hrs to 1 day but this one has lasted 4 days.

She is struggling with her ongoing legal case.

She was deposed for 7 hours last Thursday. She did not have SI during or after the deposition. She did have significant physical symptoms. Thought she was going to collapse when she stood up on first break. She feels pressure in her neck and has loud/strong pulse in the neck.

She is struggling with internalizing the way that she is being treated in court.

She has not been able to obtain a lawyer and therefore is representing herself.
She worries that the judge and opposing lawyers are working together against her.

She is having vivid intrusive thoughts.

She hyperventilates when she cries. She is not sure if this is triggering her asthma attacks.

When she is stressed, she is not taking a full deep breath.

She tried to get in with Wills Eye for a second opinion for diplopia
Worsens during the day as she gets tired.

She is interested to see how her pituitary volume changed in relation to her stress. She is going to discuss this with endocrinology.

The following portions of the patient's history were reviewed and updated as appropriate: allergies, current medications, family history, past medical history, social history, surgical history, and problem list.

Current Outpatient Medications

Medication	Instructions
• albuterol HFA 90 mcg/actuation inhaler	No dose, route, or frequency recorded.
• gabapentin (NEURONTIN)	200 mg, oral, 3 times daily
• montelukast (SINGULAIR)	10 mg, oral, See admin instructions, At Night
• propranolol (INDERAL)	10 mg, oral, 3 times daily
• sertraline (ZOLOFT)	100 mg, oral, Daily
• SLYND	4 mg, oral, Daily

Review of Systems

As noted in HPI and otherwise negative

Objective:

Vitals:

04/15/24 0953
BP: 112/88
BP Location: Right upper arm
Patient Position: Sitting
Pulse: 72
Resp: 16
Temp: 36.8 °C (98.2 °F)
TempSrc: Temporal
SpO2: 97%
Weight: 71.7 kg (158 lb)
Height: 1.676 m (5' 6")

Wt Readings from Last 3 Encounters:

04/15/24 71.7 kg (158 lb)
03/11/24 72.1 kg (159 lb)
01/09/24 70.8 kg (156 lb)

Body mass index is 25.5 kg/m².

Physical Exam

Vitals reviewed.

14. Ex. 11. 04-29-2022 Paystub

MOMENTUM DYNAMICS CORPORATION
3 Pennsylvania Ave
Malvern PA 19355

1406-4445
ORG1:200 R&D
EE ID: 273 DD

Payrolls by Paychex, Inc.

ASSATA S ACEY
5121 BROWN ST
PHILADELPHIA PA 19139

NON-NEGOTIABLE

NON-NEGOTIABLE

PERSONAL AND CHECK INFORMATION
Assata S Acey
5121 Brown St
Philadelphia, PA 19139
Soc Sec #: xxx-xx-xxxx **Employee ID:** 273
Home Department: 200 R&D

Pay Period: 04/11/22 to 04/24/22
Check Date: 04/29/22 **Check #:** 5710

NET PAY ALLOCATIONS

DESCRIPTION	THIS PERIOD (\$)	YTD (\$)
Check Amount	0.00	0.00
Chkg 353	<u>2040.30</u>	<u>19292.53</u>
NET PAY	2040.30	19292.53

EARNINGS	BASIS OF PAY	DESCRIPTION	HRS/UNITS	RATE	THIS PERIOD (\$)	YTD HOURS	YTD (\$)
		Hourly	80.00	35.1900	2815.20	722.00	25024.00
		OOP			100.00		900.00
		Overtime				<u>35.00</u>	<u>1835.87</u>
		Total Hours	80.00			757.00	
		Gross Earnings			2915.20		27759.87
		Total Hrs Worked	80.00				

OTHER	DESCRIPTION	THIS PERIOD (\$)	YTD (\$)
Do not increase Net Pay			
	401k ER Match	84.46	805.80

WITHHOLDIN GS	DESCRIPTION	FILING STATUS	THIS PERIOD (\$)	YTD (\$)
	Social Security		180.46	1718.54
	Medicare		42.21	401.92
	Fed Income Tax	SMS	342.93	3411.44
	PA Income Tax		89.36	850.95
	PA Unemploy		1.75	16.65
	PA LMALV-Che L		2.00	18.00
	PA PHILA-Phi Inc		111.94	1065.93
	TOTAL		<u>770.65</u>	<u>7483.43</u>

DEDUCTION	DESCRIPTION	THIS PERIOD (\$)	YTD (\$)
	PX401 EEPRE	87.46	832.80
	PXUME EE PRE	4.61	41.49
	Voluntary Life	12.18	109.62
	TOTAL	<u>104.25</u>	<u>983.91</u>

NET PAY

THIS PERIOD (\$)
2040.30

YTD (\$)
19292.53

15. p.1 of Doc 15-75. 09-23-2022 Denial of
PTO



Assata Acey <aceyassata@gmail.com>

Acey v. Momentum

8 messages

Post, May Mon <maymon.post@bunkerray.com>

23 September 2022 at 16:01

To: Assata Acey <aceyassata@gmail.com>

Cc: Alexa Heisler <Alexa.Heisler@momentumdynamics.com>, Patti Rensel <patti.rensel@momentumdynamics.com>

Good afternoon, Ms. Acey:

I understand that you requested to take PTO for September 22 and 23. Please be advised that you are unable to put in for PTO as you are still on disability leave and you cannot take PTO unless you are back to work. (Also, per your doctor's note, you are not to be released to return until Monday, which is a moot point as you have resigned or will be resigning shortly). However, you will be paid the balance of your PTO upon your resignation. If you resign today through Sunday, you will receive your final pay check on 09/30. If you resign 09/26 – 10/09, you will receive your final pay check on 10/14. Please provide me with a copy of your resignation letter as soon as possible.

Thank you, and please let me know if you have any questions.

May Mon Post, Esq. | Lead Employment Attorney | Bunker & Ray

Employees of ACE American Insurance Company, a Chubb Company

436 Walnut St. | WA01A | Philadelphia, PA 19106
(215) 845-6154 (direct) | (267) 372-1240 (mobile)

maymon.post@bunkerray.com

This email (which includes any attachments) is intended to be read only by the person(s) to whom it is addressed. This email may contain confidential, proprietary information and may be a confidential attorney-client communication, exempt from disclosure under applicable law. If you have received this email in error, do not print it, forward it or disseminate or use it or its contents. In such event, please notify the sender by return email (or by phone at the number shown above) and delete the email file immediately thereafter. Thank you for your cooperation.

We strive to be a paperless office. I encourage you to send all correspondence via email instead of U.S. mail when at all possible. If you email a document to me, it is not necessary to send a separate copy via U.S. mail. Thank you.

This email (including any attachments) is intended for the designated recipient(s) only, and may be confidential, non-public, proprietary, and/or protected by the attorney-client or other privilege. Unauthorized reading, distribution, copying or

16. Ex. 12. 06-07-2022 Letter from Judy Talis
Assuring PTO



Assata Acey <aceyassata@gmail.com>

Return to Work Status

Judy Talis <judy.talis@momentumdynamics.com>

7 June 2022 at 13:14

To: Assata Acey <aceyassata@gmail.com>

Cc: Joren Wendschuh <joren.wendschuh@momentumdynamics.com>

Hello Assata.

Thank you for your response. Please allow me to update my earlier email today. Shortly after sending my email, we received information from Mutual of Omaha indicating that your STD has been extended through June 17, 2022.

Accordingly, your leave of absence has been extended through the 17th. We will contact you again on or about June 14th to discuss whether you will require any further accommodations after June 17, 2022. If you have any questions or wish to share any additional information please do not hesitate to contact me. As noted below, you become eligible for job-protected Family and Medical Leave (FMLA) as of June 14, 2022. Based upon the information that has already been provided, we are enclosing your Notice of Eligibility & Rights and Responsibilities under the Family and Medical Leave Act. This leave would be unpaid, although you remain entitled to your STD payments and may use your accrued PTO. Kindly sign and return the Notice on or before June 29, 2022 if your leave will extend beyond June 17, 2022.

Best Regards,

Judy

Judy Talis | Chief Administrative Officer

O: 484-320-8222 ext 128

M: 610-613-1449

Momentum[®]
Wireless EV Charging

Connect [LinkedIn](#) | [Website](#) | [Newsletter](#)
Media [Taxis - NYTimes](#) | [Airport & Transit](#) | [Driver Experience](#)

Confidentiality Notice: The information, and any attachments and/or documents, transmitted by this email is intended for the addressee only and contains information that is confidential, proprietary, privileged, or otherwise protected by law. This notice serves as a confidentiality marking for the purpose of any confidentiality or nondisclosure agreement. Any dissemination, distribution, or copying is prohibited. If you have received this communication in error, please contact the original sender immediately.

From: Assata Acey <aceyassata@gmail.com>

Sent: Tuesday, June 7, 2022 12:08 PM

To: Judy Talis <judy.talis@momentumdynamics.com>

Cc: Joren Wendschuh <joren.wendschuh@momentumdynamics.com>; Assata Acey <Assata.Acey@momentumdynamics.com>

Subject: Re: Return to Work Status

EXTERNAL EMAIL

[Quoted text hidden]



WH-381 (Assata Acey).pdf

324K

17. Ex. 13. 06-17-2022 Letter from Judy Talis

Assuring PTO



Assata Acey <aceyassata@gmail.com>

FMLA and STD Updates

4 messages

Judy Talis <judy.talis@momentumdynamics.com>

17 June 2022 at 14:06

To: Assata Acey <aceyassata@gmail.com>

Cc: Joren Wendschuh <joren.wendschuh@momentumdynamics.com>

Assata:

We have received notice from Mutual of Omaha extending your STD benefits through June 27, 2022. Accordingly, you have been approved for continued job-protected leave through that date as well.

As you know from my previous emails, you became eligible for Family and Medical Leave (FMLA Leave) as of June 14, 2022. As a result, your current leave of absence has been designated as FMLA Leave commencing on June 14, 2022. Please see attached the completed notice of your FMLA Leave designation which confirms your right to take up to 12-weeks of job-protected leave to address your current serious health condition. Although FMLA Leave is unpaid, you remain eligible for STD benefits under the Company's policies and may also use your earned and unused PTO as well.

You will find additional information about your FMLA Leave in our Company handbook, which was previously provided to you. Of course, please do not hesitate to contact me with any other questions you may have about your FMLA Leave.

Best,

Judy

Judy Talis | Chief Administrative Officer**O: 484-320-8222 ext 128****M: 610-613-1449**
Momentum[®]
 Wireless EV Charging

Connect [LinkedIn](#) | [Website](#) | [Newsletter](#)
Media [Taxis - NYTimes](#) | [Airport & Transit](#) | [Driver Experience](#)

Confidentiality Notice: The information, and any attachments and/or documents, transmitted by this email is intended for the addressee only and contains information that is confidential, proprietary, privileged, or otherwise protected by law. This notice serves as a confidentiality marking for the purpose of any confidentiality or nondisclosure agreement. Any dissemination, distribution, or copying is prohibited. If you have received this communication in error, please contact the original sender immediately.

From: Assata Acey <aceyassata@gmail.com>**Sent:** Monday, June 13, 2022 10:23 AM**To:** Judy Talis <judy.talis@momentumdynamics.com>
Cc: Joren Wendschuh <joren.wendschuh@momentumdynamics.com>; Assata Acey
 <Assata.Acey@momentumdynamics.com>
Subject: Re: Return to Work Status

EXTERNAL EMAIL

Thank you for your communication.

I have noted that the FMLA form you have sent for me to sign has several fields blank (regarding options of PTO, whether my role is key or not, etc).

Please let me know if there is a reason these are blank and or if its possible to have one prefilled before signing and returning.

On Tuesday, 7 June 2022, Judy Talis <judy.talis@momentumdynamics.com> wrote:

Hello Assata.

Thank you for your response. Please allow me to update my earlier email today. Shortly after sending my email, we received information from Mutual of Omaha indicating that your STD has been extended through June 17, 2022.

Accordingly, your leave of absence has been extended through the 17th. We will contact you again on or about June 14th to discuss whether you will require any further accommodations after June 17, 2022. If you have any questions or wish to share any additional information please do not hesitate to contact me. As noted below, you become eligible for job-protected Family and Medical Leave (FMLA) as of June 14, 2022. Based upon the information that has already been provided, we are enclosing your Notice of Eligibility & Rights and Responsibilities under the Family and Medical Leave Act. This leave would be unpaid, although you remain entitled to your STD payments and may use your accrued PTO. Kindly sign and return the Notice on or before June 29, 2022 if your leave will extend beyond June 17, 2022.

Best Regards,

Judy

Judy Talis | Chief Administrative Officer

O: 484-320-8222 ext 128

M: 610-613-1449

Momentum[®]
Wireless EV Charging

Connect | [LinkedIn](#) | [Website](#) | [Newsletter](#)

Media | [Taxis - NYTimes](#) | [Airport & Transit](#) | [Driver Experience](#)

Confidentiality Notice: The information, and any attachments and/or documents, transmitted by this email is intended for the addressee only and contains information that is confidential, proprietary, privileged, or otherwise protected by law. This notice serves as a confidentiality marking for the purpose of any confidentiality or nondisclosure agreement. Any dissemination, distribution, or copying is prohibited. If you have received this communication in error, please contact the original sender immediately.

From: Assata Acey <aceyassata@gmail.com>
Sent: Tuesday, June 7, 2022 12:08 PM
To: Judy Talis <judy.talis@momentumdynamics.com>
Cc: Joren Wendschuh <joren.wendschuh@momentumdynamics.com>; Assata Acey <Assata.Acey@momentumdynamics.com>
Subject: Re: Return to Work Status

EXTERNAL EMAIL

Hi and good afternoon,

Yes, there has been some additional specialists consulted for my treatment, so my agent proactively reached out to extend tentatively to Jun 17 depending on the specific doctor's availability.

They said they would send out a letter, so I am looking out for that.

Sorry for the confusion and thank you for your communication.

On Tuesday, 7 June 2022, Judy Talis <judy.talis@momentumdynamics.com> wrote:

They have not contacted us yet so we will follow up with them to get their confirmation. Thanks for letting me know.

Judy Talis | Chief Administrative Officer

O: 484-320-8222 ext 128

M: 610-613-1449



Connect [LinkedIn](#) | [Website](#) | [Newsletter](#)

Media [Taxis - NYTimes](#) | [Airport & Transit](#) | [Driver Experience](#)

Confidentiality Notice: The information, and any attachments and/or documents, transmitted by this email is intended for the addressee only and contains information that is confidential, proprietary, privileged, or otherwise protected by law. This notice serves as a confidentiality marking for the purpose of any confidentiality or nondisclosure agreement. Any dissemination, distribution, or copying is prohibited. If you have received this communication in error, please contact the original sender immediately.

From: Joren Wendschuh <joren.wendschuh@momentumdynamics.com>
Sent: Tuesday, June 7, 2022 10:34 AM
To: Judy Talis <judy.talis@momentumdynamics.com>; Assata Acey <aceyassata@gmail.com>
Cc: Assata Acey <Assata.Acey@momentumdynamics.com>
Subject: Re: Return to Work Status

Judy,

FYI - Assata just informed me that the STD insurance has been extended, I believe to June 17th at this time, by the insurance company, with the option to extend longer (per the company). What needs to be setup with MD to confirm this June 17th extension?

Thank you!

Joren Wendschuh | Manager, Product Introduction

484-320-8222 ext 143

Momentum[®]
Wireless EV Charging

Connect [LinkedIn](#) | [Website](#) | [Newsletter](#)

Media [Taxis - NYTimes](#) | [Airport & Transit](#) | [Driver Experience](#)

Confidentiality Notice: The information, and any attachments and/or documents, transmitted by this email is intended for the addressee only and contains information that is confidential, proprietary, privileged, or otherwise protected by law. This notice serves as a confidentiality marking for the purpose of any confidentiality or nondisclosure agreement. Any dissemination, distribution, or copying is prohibited. If you have received this communication in error, please contact the original sender immediately.

From: Judy Talis <judy.talis@momentumdynamics.com>
Sent: Tuesday, June 7, 2022 10:28
To: Assata Acey <aceyassata@gmail.com>
Cc: Joren Wendschuh <joren.wendschuh@momentumdynamics.com>
Subject: Return to Work Status

Hello Assata. I hope this email finds you well.

As indicated in my May 26, 2022 email, I am writing to inquire as to your return-to-work status. As you know, your current leave expires on June 10, 2022. In the absence of the need for further accommodations, we look forward to

your return to full-time work at Momentum on Monday, June 13, 2022.

If, however, you do require further accommodations in connection with your medical condition at this time, please contact me no later than Friday, June 10, 2022 so that we may review your status and needed accommodations. Please also be advised that you become eligible for Family and Medical Leave (FMLA) as of June 14, 2022. I would be happy to review your FMLA leave entitlement at any time.

Best,

Judy

Judy Talis | Chief Administrative Officer

O: 484-320-8222 ext 128

M: 610-613-1449



Connect [LinkedIn](#) | [Website](#) | [Newsletter](#)

Media [Taxis - NYTimes](#) | [Airport & Transit](#) | [Driver Experience](#)

Confidentiality Notice: The information, and any attachments and/or documents, transmitted by this email is intended for the addressee only and contains information that is confidential, proprietary, privileged, or otherwise protected by law. This notice serves as a confidentiality marking for the purpose of any confidentiality or nondisclosure agreement. Any dissemination, distribution, or copying is prohibited. If you have received this communication in error, please contact the original sender immediately.



WH-381 (Assata Acey).pdf
326K

Assata Acey <aceyassata@gmail.com>
To: Jack.Fu@mutualofomaha.com
Cc: submitgrpdisinfo@mutualofomaha.com

22 August 2022 at 12:46

FMLA form should be attached
[Quoted text hidden]



WH-381 (Assata Acey).pdf
326K

Jack.Fu@mutualofomaha.com <Jack.Fu@mutualofomaha.com>
To: Assata Acey <aceyassata@gmail.com>

22 August 2022 at 14:39

Hi Assata,

FMLA forms does not come to Mutual of Omaha as these are required from your employer please.

Thank you,
Jack Fu, DHP, DIA, DIF, GBDS
Lead Benefits Claim Specialist
Mutual of Omaha / Workplace Solutions
Phone 402-351-5144 / Fax 402-997-1865
Customer Service 1-800-877-5176
Email: jack.fu@mutualofomaha.com
MooCon

From: Assata Acey <aceyassata@gmail.com>
Sent: Monday, August 22, 2022 11:47 AM
To: Fu, Jack <Jack.Fu@mutualofomaha.com>
Cc: SMB-submitgrpdinfo <submitgrpdinfo@mutualofomaha.com>
Subject: Fwd: FMLA and STD Updates

[EXTERNAL MESSAGE] To ensure continued focus on protection of our customer data, be cautious with links and attachments. If you suspect a phishing attempt, report it by selecting the Report Phishing button on this message.

[Quoted text hidden]

This e-mail and any files transmitted with it are confidential and are solely for the use of the addressee. It may contain material that is legally privileged, proprietary or subject to copyright belonging to the sender and its affiliates, and it may be subject to protection under federal or state law. If you are not the intended recipient, you are notified that any use of this material is strictly prohibited. If you received this transmission in error, please contact the sender immediately by replying to this e-mail and delete the material from your system. The sender may archive e-mails, which may be accessed by authorized persons and may be produced to other parties, including public authorities, in compliance with applicable laws.

Assata Acey <aceyassata@gmail.com>
To: "Jack.Fu@mutualofomaha.com" <Jack.Fu@mutualofomaha.com>

23 August 2022 at 09:00

Hi Jack,
Unfortunatley I was unable to reach you via call yesterday afternoon. I was able to reach the customer service line where they suggested uploading the employer signed FMLA form in the same procedute as my other medical documents.

Your email is unclear. Does Mutual of Omaha not accept FMLA forms, or do they only accept these forms directly from the employer.

In the latter case, please elaborate.

Thank you,
[Quoted text hidden]